NOTE:

RATES UPDATE

Herewith it is duly informed that Annex I of Services Manual of Berthing Area of Terminal Cerros de Valparaiso has been updated since now, with unique purpose of updating the General Rates of Regulated Basic Services in force starting from 24th February 2016 and the General Rates of Non-Regulated Basic Services valid since 17th February 2016.
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TITLE I: DEFINITIONS

Article 1.
Unless the context clearly states otherwise, the following words and phrases shall have the meaning specified below.

(1) **Applicable Exchange Rate:** shall mean, on any date, the exchange rate “observed” for the exchange from Dollars to Pesos, as determined by the Chilean Central Bank according to number six of Chapter I, Title I of the Compendium of International Exchange Rate Regulations of the Chilean Central Bank, published in the Official Journal of the Republic of Chile on such date or, if that is not a Working Day, on the Working Day immediately preceding such date. In case the Chilean Central Bank ceases stating such exchange rate, it shall refer to the exchange rate replacing it and, if no other unit to replace it is established, the Parties shall agree on an alternate mechanism in line with the Chilean market practices in order to determine such exchange rate.

(2) **Basic Rates (Regulated):** shall mean the amounts expressed in Dollars that TCVAL can periodically charge to the Users for rendering Basic Services, which correspond to the rates specified separately as TTC, TTF, TTH, TTR, TMC, TMN.

(3) **Basic Services:** those services which are essential for ship berthing, the Transfer of Cargo or whose provision requires the infrastructure given as Concession, there being no alternate possibility by any independent company other than TCVAL, so that TCVAL render or can render such services under monopoly conditions in the Concession Area; Services whose rendering is mandatory for TCVAL and whose Rates are subject to Maximum Values.

(4) **Berth Booking Window:** Shall refer to the timeframe agreed between the TCVAL Terminal and those shipping companies or ship owners which, by reason of their condition and contract with TCVAL, may have such a requirement. This timeframe shall be assigned and shall have such a priority only for days and times established for such purpose. Not complying after 4 hours from the beginning of such a timeframe shall render it void and TCVAL shall reassign the site, charging the Ship which did not observe such condition, with the values declared for this effect described in TCVAL rates.

(5) **Bill of Lading:** is the document proving the existence of a maritime transportation contract and accredits that the carrier has taken charge of or loaded the goods, and is obliged to deliver them on presentation of that document to the relevant person, to his/her order, or to the bearer.

(6) **Box:** Maritime containers of 20’ or 40’ or other sizes.

(7) **Break-Bulk:** refers to any Break-Bulk, whether general or fruit/vegetable cargo, not shipped in containers.
(8) **Break-bulk general cargo ships**: refers to any Merchant Ship intended for Break-Bulk, where the percentage of Break-Bulk or general bulk is equal to or higher than 90% of the total Tonnage transferred.

(9) **Calendar Year**: shall refer to the twelve-month period from January 1st to December 31st of each year.

(10) **Cargo Tariff for the Use of Wharf or TMC**: shall mean the unit price, expressed in Dollars per Ton of Cargo and tare transferred, including that transferred by reason of Stowage and Unstowage that TCVAL can charge for using the infrastructure of the Terminal and its accessories.

(11) **Cargo Transfer**: this definition shall comprise not only the Transfer of Containers, Reefer Containers and General and Fruit and Vegetable Break-Bulk Cargo, but also the concepts defined in the relevant paragraphs.

(12) **CFS or Container Freight Station**: means Container Consolidation and Deconsolidation Station or Center.

(13) **Claims and Procedures**: intercambiar el orden para ubicar en misma línea

(14) **Coastal Ship**: are those ships which transport by sea domestic or nationalized goods, and which navigate between two locations of the Chilean coast.

(15) **Commercial Vessel**: refers to Merchant Ships.

(16) **Commercial Warehouse**: shall refer to the stay and custody, inside the Concession Area, of the cargo not subject to customs destination, including all the resources and activities necessary for rendering such service.

(17) **“Compulsory Investment Project” or “POI”**: corresponds to the projects that shall be executed inside the Concession Area and in conformance with the Tender Bases, Concession Contract and annexes or supplementary documents of each instrument.

(18) **Concession Area**: corresponds to the surface made up by the Terminal described in Annex C of the Concession Contract and by the following areas that may be included during the validity of the Concession: a) Optional Areas the Concession Holder decides to add to the Concession Area as per the provisions stated in section 2.5.1 of the Concession Contract; b) areas owned or administered by EPV by reason of any deed and which are added to the Concession Area subject to the provisions of section 2.5.2 of the Concession Contract; and, c) the adjacent lands the Concession Holder purchases during the validity of the Contract and that EPV decides to include to the Concession Area, as per the provisions set in section 2.5.3 of the Concession Contract.

(19) **Concession Contract**: shall refer to the Concession signed by public deed and granted at Mr. Marcos Andrés Díaz León Notary Public, dated on July 5th 2013 and registered under file
number 5,058 of the same year, in virtue of which EPV grants the Concession Area to TCVAL, with exclusivity, so that they use it for the execution of the Compulsory Capital Project, along with the works that could be executed at the Concession Area, as per the provisions of the Tender Bases, or others authorized by EPV, to render the Services and develop, maintain and repair entirely the Concession Area, granting them as compensation the right to operate such area in accordance with the terms set forth in this instrument and its relevant annexes, in Law nineteen thousand five hundred and forty two [Law 19.542], in Report number Five, in Report number Eight and in the applicable regulations and their corresponding subsequent amendments.

(20) **Consignee:** refers to the person empowered by the bill of lading or equivalent document, to receive the goods.

(21) **Consolidation:** refers to the group of activities made to fill a container, accommodate the cargo inside and seal it, including all the resources and activities necessary to render such Services.

(22) **Container Re-handling:** means any move required inside the Terminal for import, export, coaster, customs relocation, transfer or transit containers, after having been received by TCVAL with the exception of those moves made by reason of rendering Services Subject to Maximum Rates.

(23) **Contract:** Agreement by means of which TCVAL and a Ship Owner have agreed for the preferred and exclusive operation of their ships and cargo transport in a terminal administered by TCVAL, in a regular basis and for a definite period of time, based on conditions that are objective and reproducible by other Users who request to sign an agreement under the same terms.

(24) **Contractual Year:** shall refer to the calendar twelve-month period which starts on the Date of Delivery and each of the twelve-month periods that follow, to the Date of Expiration of the Concession Contract.

(25) **Coordination Regulation:** is set of coordination rules of the Valparaiso Port Facilities, ordered by EPV in conformance with the provisions of item number two of the article eight [8] and article four [4], both from Law nineteen thousand five hundred and forty two [Law 19.542] and in articles five [5] and following articles of the Regulations for the Use of Terminals, included in Annex L, and the relevant subsequent amendments.

(26) **Dead Time:** as far as any Ship is concerned, it shall mean the period of time, measured in hours or fractions of hour, when having non-productive timespans during the work shift, reason by which the resources provided by the Terminal, valued in Dollars per hour per crew, are not able to perform their duties, whether due to the operations starting at a time different to that set for the start of work shifts at the Terminal, producing a not working or unproductive time between the beginning of the shift and the real start of operations, and/or
due to operations ending before the time set for ending the work shift, producing a not working or unproductive time between the real end of operations and the end of the work shift.

(27) **Deconsolidation:** refers to the group of activities that consist of breaking the seal and opening the doors of a container, and emptying the contents, including all the resources and activities necessary for rendering such Services.

(28) **Discharge:** shall refer to the transfer of cargo from the Ship deck or hold to the Quay, including all the resources and activities necessary for rendering such Services.

(29) **Dollar, US$ or Dollars:** shall refer to the legal currency of the United States of America.

(30) **DRC:** Shall mean cargo receipt document.

(31) **EPV:** shall mean Empresa Portuaria Valparaiso, founded as per Article 1 of the Port Law.

(32) **Factory Ship:** refers to special vessels used for fishing and elaborating fishing products.

(33) **FEU:** is the unit of measure of the container maritime transport capacity (acronym for Forty-feet Equivalent Unit” and which is used as a reference for a forty [40] feet container, the external volume being equal to two thousand three hundred and ninety [2.390] cubic feet, which equals sixty seven [67,7] cubic meters.

(34) **Force Majeure Event:** any fact or circumstance, other than the lack of funds, unforeseen and impossible to resist by exerting a reasonable care by TCVAL to comply with a specific obligation. A Force Majeure Event includes and is not limited to sinking, ship accidents, fire, earthquakes, landslides, avalanches, flooding, hurricanes, tornadoes, storms or other natural phenomena or disasters, explosions, epidemics, wars –declared or not, hostilities, guerrilla activities, terrorist acts, vandalism, insurrections, civil disturbances, sabotage acts, obstructions, non-judicial embargos, total and absolute power outage, malicious acts by third parties, strokes, any type of access blockage of any kind and act by authorities which are not due to Concession Holder fault, carelessness or negligence and are also an unforeseen event impossible to resist.

(35) **Fruit and Vegetable Break-Bulk:** refers to any agricultural Break-Bulk, not shipped in containers.

(36) **Full Container Vessel:** is any Merchant Ship where the transferred containerized percentage is equal or higher to 90% of the total tonnage transferred by the Ship. For calculating the percentage, tares are to be considered, not the Tonnage transferred due to Stowage or Unstowage considerations (false loading/discharging).

(37) **Gen Set:** generation equipment that supplies electric power to the reefer containers.

(38) **General Break-Bulk:** refers to any Break-Bulk which is not fruit/vegetable cargo, and is not shipped in containers.
(39) **Government Authorization**: shall refer to any authorization, consent, approval, license, resolution, certification, exemption, exoneration or register granted by any Chilean government authority.

(40) **Haulage**: shall mean the activity corresponding to any transfer of cargo made inside the Concession Area and between the areas that compose it, including all the resources and activities necessary for rendering such service.

(41) **Industry International Standards**: shall mean the best practices, procedures and methodologies used in the international port industry, by cautious and diligent Terminal operators, under conditions and circumstances similar to those existing at the Concession Area.

(42) **Intermodal Terminal**: shall refer to the section of the Concession Area defined to TCVAL discretion, for transferring cargo from rail coach or trucks or any means of transport other than a maritime transportation inside the Terminal and vice versa.

(43) **ISPS**: International Ship and Port Facility Security Code.

(44) **Lashing**: shall refer to the fastening of the cargo on a Ship, and shall include all the resources and activities necessary which, according to the International Industry Standards, should be provided by TCVAL for rendering such service.

(45) **Legal Standards**: shall mean any law, rule, ordinance, code, administrative resolution, judicial order, order, decree, municipal decree, ruling sentence, decision by any government authority or any binding agreement with any government authority.

(46) **Load**: means taking the cargo from the Storing or Stock location or Commercial Warehouse, moving and putting it on a road transport means, including all the resources and activities necessary to render such service.

(47) **Loading**: shall refer to moving the cargo from the Quay into the Ship holds or deck, including all the resources and activities necessary for rendering such Services.

(48) **Major Vehicles**: shall refer to those vehicles driven by motor, with tires, and with a size larger than a jeep, station wagon, car and light truck, whose weight exceed one thousand five hundred [1,500] kilograms.

(49) **Major Vessel**: refers to any Merchant Ship or Special Ship, whose gross register tonnage exceeds 50 tons.

(50) **Maximum Rates**: during any Contractual Year, this shall refer to the maximum sum that TCVAL can charge by reason of the Basic Services and for the Use of the Intermodal Terminal, as per the provisions set forth in Annex A of the Concession Contract.

(51) **Merchant Vessel**: refers to those vessels intended for domestic or international transportation of goods or passengers.
(52) **Minor Vehicles:** shall refer to those vehicles driven by motor, with tires, and with a size equivalent to a jeep, station wagon, car or light truck, whose weight shall not exceed one thousand five hundred \[1,500\] kilograms.

(53) **Minor Vessel:** refers to any Merchant Ship or Special Ship, whose gross register tonnage is equal or less than 50 tons.

(54) **Moorage:** shall refer to the activity consisting of attaching the ship to the Shipping Terminal through the use of ropes, including all the resources and activities necessary to render such service.

(55) **Naval Device:** any device which, not intended for sailing, in the water plays a role of supplementing or supporting activities at sea, river or lake, such as docks, cranes, fix or floating platforms, rafts or similar devices.

(56) **Occupancy Time:** as far as any Ship is concerned, it shall mean the period of time when the Ship stays at the Terminal, which starts at the moment the Ship ties the first rope when berthing at the Terminal and ends when the Ship releases the last rope at the moment of unberthing from the Terminal.

(57) **Other Terminals:** shall mean the Terminal number One of the Port and any other Terminal developed and built at Valparaíso Port in the future.

(58) **Passenger Ship:** refers to any watercraft or tourism cruises that perform the commercial transportation of twelve (12) or more passengers; when dealing with combined transport vessels, the vessel shall be considered a passenger ship when carrying 100 people or more.

(59) **Peso:** refers to the legal currency valid in the Republic of Chile.

(60) **Port Law:** refers to Law number nineteen thousand five hundred and forty two, which Modernizes the State Owned Port Sector, published in the Official Journal on December nineteenth of nineteen ninety five, with the relevant amendments.

(61) **Port or Port Facilities:** is the area defined in the Supreme Decree number one hundred, thirty, of the Transportation and Telecommunications Department, promulgated on June first of two thousand, ten, in the Official Journal dated on October fourth of two thousand, ten, and its future amendments, all of it based on article fifty three of the Port Law.


(63) **Previous Year:** in relation to any Contractual Year, it shall refer to the twelve-month period immediately preceding such Contractual Year.

(64) **Project Cargo:** refers to any item whose weight is 30 Tons or higher, or whose dimensions exceed ISO 20’ or 40’ container measures.
(65) **Prompt Dispatch Services**: shall refer to those cargo transfer Services at the Terminal, rendered expeditiously by TCVAL and for which they can agree to get a reward payment with the Users.

(66) **Pure Car Carrier (PCC) or Pure Car Truck Carrier (PCTC)**: is any Merchant Ship intended only for the transport of automobiles and major vehicles.

(67) **Reefer Ship**: is any Merchant Ship where the percentage of Transferred refrigerated cargo is equal or higher than 90% of the total Tonnage transferred by the Ship.

(68) **Regulations for the Use of Terminals or RUFA**: refers to the regulation ordered by EPV in complying with article twenty-two of the Port Law, approved by exempt Resolution number four hundred forty two dated on March thirtieth of nineteen ninety nine, of the Undersecretary of the Transportation and Telecommunications Department, published in the Official Journal dated on April twelfth of nineteen ninety nine, which has been transcribed into Annex D of the Tender Bases, with its relevant subsequent amendment.

(69) **Report number Eight**: report issued on November, the twenty-second [22nd] of two thousand, twelve [2012] by the Tribunal for the Defense of Free Competition, which modified the Report number Five, increasing the restriction to the horizontal integration for the tender for the Terminal, under the conditions stated therein, all of which were introduced to the Bases; this report does not supersede the Report number Five, but supplements it.

(70) **Report number Five**: report issued on September, the twenty-ninth [29th] of two thousand, nine [2009] by the Tribunal for the Defense of Free Competition, which set forth the conditions for the competition and governed the tender for the Terminal and relevant amendments, and which is still valid in whatsoever clauses that were not amended by Report number Eight.

(71) **SAG**: is the Chilean “Servicio Agrícola y Ganadero” (Agricultural and Livestock Service).

(72) **Service Manual**: shall refer to the present instrument, developed based on article sixteen of the Regulations for the Use of Terminals, which shall govern the Services to be rendered by TCVAL, their Rates, the regulations and procedures governing this provision of services, including a detailed description of the activities and resources involved, regulations which are included in the Concession Contract.

(73) **Services Subject to Maximum Values**: are those stated as TTC, TTF, TTH, TTR, TMC and TMN, and by reason of which TCVAL charges a Maximum Rate determined in conformance with the provisions set forth in Annex A of the Concession Contract.

(74) **Services**: shall refer to Basic and Special Services.

(75) **Ship owner or Ship Operator Or Shipping Company**: is the individual or legal entity that, regardless of being or not the owner of the Ship, operates it and ships on its behalf.
(76) **Ship Rate for the Use of Wharf or TMN:** is the unit price, expressed in Dollars, for each meter or fraction of total length and for each hour or fraction of hour, of Time of Occupancy by the Ship, which TCVAL can charge to the ship or her representatives for the use of the infrastructure and accessories of the Terminal, including ship Mooring and Unmooring operations.

(77) **Ship:** any main construction intended for sailing, notwithstanding its class or dimension.

(78) **Ships Under Contract:** Those operated by Shipping Lines with which TCVAL has a signed and in force contract where commercial operation terms are stipulated.

(79) **Special or Optional Services:** those services whose provision does not require the infrastructure given as Concession, being possible to be rendered by independent companies other than the Concession Holder, so that they are or can be faced to competition; Services whose Rates are not subject to Maximum Values, and which are not implied in a Basic Service, and whose contracting is not compulsory for the User.

(80) **Special Tariff (Non-regulated):** shall refer to any and all the Rates that TCVAL charges to the User for rendering Special or Optional Services, as set forth in the Contract.

(81) **Special Vessel/Ship:** refers to those ships which are not intended for domestic or international transport of goods or passengers; for the purpose of this Regulation, special vessels or ships are those which belong to the National Navy, Scientific purpose vessels, coaster ships and trawlers, as defined in this Regulation.

(82) **Stacking:** refers to the Storage or Stacking Location, or Commercial Warehouse, for containers at the Terminal.

(83) **Storage or Stacking Services:** consist of the stay and custody, inside the Concession Area, of the import, export or any other cargo subject to customs destination, including all the resources and activities necessary for rendering such Services.

(84) **Storage or Stacking:** shall refer to the permanence and custody inside the Concession Area for import cargo, export cargo, or any other subject to customs destination, including all the resources and activities necessary to render such services.

(85) **Stowage:** shall refer to the stacking of cargo inside the Ship holds or onto her deck, including all the resources and activities necessary for rendering such Services.

(86) **Tariff for Fruit or Vegetable Cargo Transfer or TTH:** is the unit price, expressed in Dollars per Ton, which TCVAL can charge to the users for the Transfer of Fruit and Vegetable Break-Bulk not carried in containers.

(87) **Tariff for Non Fruit or Vegetable Break-Bulk Transfer or TTF:** is the unit price, expressed in Dollars per Ton, which TCVAL can charge to the Users for the Transfer of non-fruit and vegetable break-bulk not carried in containers. This rate shall be open into break-
bulk rates Phase I (TTF-I) for non-fruit and vegetable Break-bulk with service up to the Ship Hook, Phase II (TTF-II) includes all the services after the Ship Hook for the same type of cargo. Phase I Rate (TTF-I Automobile Cargo) for any PCC Ship cargo including only the stowage and unstowage, and Phase II Rate (TTF II Automobile Cargo) for all the services after the ship ramp.

(88) **Tariff for Non-Reefer Containers or TTC:** shall mean the unit price, expressed in Dollars per TEU that TVCAL can charge to the Users for the Transfer of Cargo carried in twenty feet non-reefer containers with cargo.

(89) **Tariff for Refrigerated or Reefer Container Transfer or TTR:** shall refer to the unit price, expressed in Dollars per FEU, which TCVAL can charge to the Users for the Transfer of Cargo carried in forty feet reefer containers with cargo.

(90) **Tariff:** shall mean Basic Rates and Special Rates as a whole.

(91) **Tarping:** shall mean, in relation to the transfer of break-bulk, the installation or assistance to install canvas, tarps or a similar system on the cargo carried on trucks, with the aim of covering it, and the installation or securing the canvas or tarp to the truck structure, including the provision of the area to park the truck and the workers who shall perform the task and all the resources and activities necessary for rendering such Services

(92) **Tender Bases:** shall refer to the regulations that governed the tender for the Concession Area, contained in the instrument issued by EPV and whose sale was started on April 30th, 2012, including all the relevant annexes and the amendments made by means of the relevant Supplementary Memoranda.

(93) **Terminal Cerros de Valparaíso S.A. or TCVAL:** Concession Holder Partnership in charge of the construction, installation, exploitation, operation and maintenance of the Terminal, in virtue of the Concession Contract.

(94) **Terminal:** shall refer to the Terminal number Two, composed by the Base Area and the portion of the Maritime Development Area (both described in Annex C of the Concession Contract) required by the Concession Holder for the construction and implementation of the Compulsory Capital Project, along with the structure, equipment and other goods specified in the referred Annex C.

(95) **TEU:** is the unit of measure for the container maritime transport, meaning Twenty-feet Equivalent Unit, which is used as a reference for a twenty feet container, its external volume being equal to three hundred sixty cubic feet, which equals thirty eight point one cubic meters.

(96) **Ton:** shall mean a Metric Ton.

(97) **Tonnage:** shall refer to the total weigh in Tons, object of the Cargo Transfer.
(98) **Trailer or Chassis:** is every platform on wheels that can be attached and pulled by a tractor truck or towing vehicle, with or without cargoes on it structure.

(99) **Transfer Element:** any equipment or fix or portable equipment that is used for transferring the cargo from the Terminal to the Ship or vice versa.

(100) **Transfer of Container Cargo and Reefer Container and General and Fruit and Vegetable Break-Bulk Cargo:** shall mean the group of activities including Stowage and Unstowage; Lashing and Unlashing; Shipping and Unloading; Transport; Loading and Off-loading to land means of transport; Storage, Stacking or Commercial Warehouse, issuing of documents proving cargo reception and dispatch, including the administration and management, and shall include all the resources and activities necessary for rendering such Services; understanding that for Storage, Stacking or Commercial Warehouse, these Services shall include:

a) when dealing with Shipping, the seventy two hours before Berthing the Ship which is going to receive such cargo plus the Occupancy Time; and,

b) When dealing with Unloading, the period for Occupancy of the Ship and the following twenty four [24] hours after the moment the Ship Unberthing operation is complete.

For reefer containers, it shall also include the removal and installation of cooling units, connection and disconnection of containers to/from the electric power network or any other similar system and the provision of electricity and monitoring for a time period of:

a) When dealing with Shipping, seventy two [72] hours before Berthing the Ship which is going to receive such cargo plus the Occupancy Time; and;

b) When dealing with Unloading, the period for Occupancy of the Ship and the twenty four [24] hours after the moment the Ship Unberthing operation is complete.

Rates for any Service which includes an activity being part of a Service subject to Maximum Values shall not exceed the Highest Rate registered by the Concession Holder for that Service subject to Maximum Values.

The sum of Rates registered for Services which include one or more activities being part of a Service subject to Maximum Values shall not exceed the highest Rate registered by the Concession Holder for that Service subject to Maximum Values.

(101) **Unlashing:** shall refer to the release of the cargo from the elements securing the Ship, including all the resources and activities necessary for rendering such Services.

(102) **Unloading:** shall mean taking the cargo from a land transportation means, moving it and putting it into the Storage or Stock location, or Commercial Warehouse, including all the resources and activities necessary for rendering such service.
(103) **Unmooring**: shall refer to the activity consisting of releasing the ropes that secure a Ship to the Terminal, including all the resources and activities necessary for rendering such service.

(104) **Unstowage**: shall mean the unstacking of the cargo inside the Ship holds or on her deck, including all the resources and activities necessary for rendering such Services.

(105) **US PPI Adjustment Factor or US PPI AF**: in relation to any Contractual Year, it refers to the quotient between the “US PPI of the last month of the Previous Year” –dividend– and the “US PPI for the month immediately preceding the Delivery Date” –divisor.

(106) **Use of the Intermodal Terminal**: shall refer to the group of Cargo Transfer activities comprised by the scheduling, coordination, reception, dispatch, entry, circulation, stay and exit of land tractor or railway means of transport, including their vehicles and road transport vehicles, to and from the Intermodal Terminal.

(107) **Users**: shall refer to the people and/or companies using the Basic and Special Services offered at the Terminal.

(108) **Utilization Time**: as far as any Ship is concerned, it shall refer to the period of time the Ship keeps doing transfer activities at the Terminal, which starts at the moment the Ship begins the loading/discharging works, and ends when the Ship finishes these operations, i.e. it corresponds to the hours of effective work of the Ship during the occupancy of the wharf.

(109) **Waiting Time**: as far as any Ship is concerned, it shall refer to the period of time, measured in hours or fractions of an hour, which starts on the date and time when the Ship representative has requested to berth, according to the procedures set forth by TCVAL in the Service Manual, and which ends on the date and time when the first rope of the Ship is tied to the Terminal. It shall be understood that if the Ship comes to the Port berthing area after: a) the date and time for which her representative has requested the berthing, in the event no date and/or time has been scheduled; or, b) the date and/or time scheduled for her berthing, in the event a date and time has been scheduled; the Holding Time shall not start until the moment the representative has requested a new date and time for berthing the Ship. In all cases, the Holding Time shall not start before twenty four hours after the moment the Ship representative has requested her berthing or, if before, the date and time scheduled for her berthing, defined by mutual agreement between the Ship representative and TCVAL.

(110) **Weighing**: shall mean the group of activities performed for weighing cargo carriers with the aim of determining the net weigh of the carried goods, including the operation of weighing the unloaded truck or train –also called tare weight—, weighing the loaded vehicle, the calculation of the net weigh carried and the delivery of the relevant weighing certificates or receipts. In this stage of the transfer process, the total weigh weighing machine is considered or the one required by the relevant authority, with the corresponding electronic equipment, installed inside the Terminal, the specialized operator and the formats used to record the result of the weighing operation.
Working Day(s): shall refer to any day which is not Saturday, Sunday or public holiday in the Republic of Chile. If a deadline set as Working Days expires on a Saturday, it shall be understood as being postponed to the following working day.

TITLE II: PURPOSE AND SCOPE OF APPLICATION

Article 2.
The present Service Manual has been developed by TCVAL in compliance with the provisions contained in Articles 16 and those which follow, of the Regulations for the Use of Terminals approved by the Transport and Telecommunications Department for the Empresa Portuaria Valparaïso, and contains the regulations and procedures applicable to the rendering of Services at Valparaïso Port Terminal, operated by TCVAL.

TCVAL shall render the Service this Manual refers to in the terms stated herein. In consequence, the users requiring TCVAL Services shall be subject to their regulations, terms and rates.

Article 3.
The present Manual and its amendments, duly certified, shall come into force after being approved by the Empresa Portuaria Valparaïso and after thirty [30] days from the date the Users are informed.

Article 4.
Having in mind the future development and modernization of the Terminal, the present Manual could be modified in conformance with the regulation provisions, according to what is set forth in Section 6.2.6. of the Concession Contract.

Article 5.

TITLE III: BASIC SERVICES

Article 6.
The Services Subject to Maximum Values are:

<table>
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<tr>
<th>ABBREVIATION</th>
<th>SERVICE RATE</th>
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</thead>
<tbody>
<tr>
<td>TMN</td>
<td>Ship Rate for the Use of Wharf</td>
</tr>
<tr>
<td>TMC</td>
<td>Cargo Rate for the Use of Wharf</td>
</tr>
<tr>
<td>TTC</td>
<td>Dry Container Transfer Rate</td>
</tr>
<tr>
<td>TTR</td>
<td>Reefer Container Transfer Rate</td>
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<tr>
<td>TTF</td>
<td>Break Bulk General Cargo Transfer Rate</td>
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</tbody>
</table>
TTH  : Fruit and Vegetable Cargo Transfer Rate

CHAPTER ONE - Use of wharf services

Article 7.
The Use of Wharf Service consists on the right of Ship Owners, by themselves or through their shipping agents or representatives, and the Forwarders or Cargo Consignees, by themselves or through their representatives, to use the infrastructure and accessories of the Terminal.

The charge for this Service by TCVAL is made through two Rates: the “Ship Rate for the Use of Wharf” and the “Cargo Rate for the Use of Wharf”.

Section 1º - Ship Service for Use of Wharf

Article 8.
The SHIP SERVICE FOR USE OF WHARF is the right Ship Owners have, by themselves or by their shipping agents or representatives, to use the infrastructure and accessories of the Terminal for assisting Major and Minor Merchant Ships, Major and Minor Special Ships and Naval Devices. Factory and Fishing Ships shall receive the same treatment as Merchant Ships.

The Service starts when receiving the first mooring rope and ends when casting off the last mooring rope.

Major and Minor Merchant and Special Ships, and Naval Devices which are laid alongside to another Ship or Naval Device, shall pay the Ship Rates for Use of Wharf for a sum equal to the applicable amount which would correspond if they were moored to the site, wharf or facility intended for such purpose.

Service: includes Mooring and Unmooring, along with maintaining the mooring wharf and the rest of the basic facilities in operative conditions; keeping the seabed clean at the berthing area; providing mooring bitts, side fences, stop ropes and buoys that TCVAL consider necessary in conformance with the regulations of the competent authority.

Collection Unit: by meters of length over all of the ship, by hours that the call lasts. Both meters and hours fractions will be rounded up.

- TCVAL-R100: Ship Use of Wharf Rate.
  This tariff will apply to any ship calling TCVAL Terminal, with the exception of regular coastal ships.

- TCVAL-R101: Coastal Ship Use of Wharf Rate.
This tariff will apply to every Coastal Ship using TCVAL as its regular terminal of calling.

Section 2° - Cargo Service for Use of Wharf

Article 9.
The CARGO SERVICE FOR USE OF WHARF is the right Ship Owners have, by themselves or through their shipping agents or representatives and the Forwarders or Cargo Consignees, by themselves or through their representatives, to use the infrastructure and accessories of the Terminal in attention of cargo carried or to be carried in ships or watercrafts using the Terminal sites.

Service: includes maintaining the Terminal and the rest of the basic facilities in operative conditions, keeping the seabed clean at the berthing area; providing mooring bitts, side fences, stop ropes and buoys that TCVAL consider necessary in conformance with the regulations of the competent authority.

The charge for this Service by TCVAL is made through the following Rate:

- **TCVAL-R110: Cargo Rate for Use of Wharf.**
  Shall mean the unit price, expressed in Dollars per Ton of cargo and transferred tare, including that transferred by reason of Stowage and Unstowage that TCVAL may charge for the use of the Terminal infrastructure and accessories.

Article 10.
The TCVAL-R110 Rate shall be applied to the cargo transferred by any ships using the Terminal sites, while the ship is berthed, notwithstanding the transfer element used.

The charge of these Rates shall not be applicable:

- a) when the cargo is transferred inside or between hatches of a Ship,
- b) For ship provisions, which correspond to loading water, consumption goods or goods to be sold to the crew or passengers; and
- c) When Shipping/Unloading equipment supporting cargo Stowage/Unstowage operations.

For these purposes, the unitized cargo shall be considered as General Break-Bulk.
The Rates for these Services shall be paid by the Ship Owners, Shipping Agents, Consignees or Forwarders, or their representatives, or those who request this Service, with the relevant authorization

CHAPTER TWO - Cargo transfer services
Article 11.
CONTAINER CARGO TRANSFER, REEFER CONTAINER TRANSFER, GENERAL AND FRUIT AND VEGETABLE BREAK-BULK TRANSFER shall mean the group of activities including Stowage and Unstowage; Lashing and Unlashing; Shipping and Unloading; Transport; Loading and Off-loading to land means of transport; Storage, Stacking or Commercial Warehouse, issuing of documents proving cargo reception and dispatch, including the administration and management, and shall include all the resources and activities necessary for rendering such Services; understanding that for Storage, Stacking or Commercial Warehouse, these Services shall include:

a) when dealing with Shipping, the seventy two [72] hours before Berthing the Ship which is going to receive such cargo plus the Occupancy Time; and,

b) When dealing with Unloading, the period for Occupancy of the Ship and the following twenty four [24] hours after the moment the Ship Unberthing operation is complete.

For reefer containers, it shall also include the removal and installation of cooling units, connection and disconnection of containers to/from the electric power network or any other similar system and the provision of electricity and monitoring for a time period of:

a) when dealing with Shipping, seventy two [72] hours before Berthing the Ship which is going to receive such cargo plus the Occupancy Time; and;

b) When dealing with Unloading, the period for Occupancy of the Ship and the twenty four [24] hours after the moment the Ship Unberthing operation is complete.

This Service is charged by the following Rates, depending on the kind of cargo being transferred from Ship-to-Berth or Berth-to-Ship.

- **TCVAL-R120: Transfer of 20-foot Laden Containers.**
  Shall be the unit price, expressed in Dollars per Box which TCVAL may charge to the Users for the Transfer of Cargo carried in 20-foot laden containers.

- **TCVAL-R121: Transfer of 40-foot Laden Containers.**
  Shall be the unit price, expressed in Dollars per Box which TCVAL may charge to the Users for the Transfer of Cargo carried in 40-foot laden containers.

- **TCVAL-R122: Transfer of 20-foot Empty Containers.**
  Shall be the unit price, expressed in Dollars per Box which TCVAL may charge to the Users for the Transfer of Cargo of all types of 20-foot empty containers.

- **TCVAL-R123: Transfer of 40-foot Empty Containers.**
  Shall be the unit price, expressed in Dollars per Box which TCVAL may charge to the Users for the Transfer of Cargo of all types of 40-foot empty containers.

- **TCVAL-R124: Transfer of 20-foot Laden Reefer Containers.**
Shall be the unit price, expressed in Dollars per Box which TCVAL may charge to the Users for the Transfer of Cargo carried in 20-foot reefer containers with cargo.

- **TCVAL-R125: Transfer of 40-foot Laden Reefer Containers.**
  Shall be the unit price, expressed in Dollars per Box which TCVAL may charge to the Users for the Transfer of Cargo carried in 40-foot reefer containers with cargo.

- **TCVAL-R140: Transfer of General Break-Bulk.**
  Shall be the unit price, expressed in Dollars per Ton, which TCVAL may charge to the Users for the Transfer of General Break-Bulk cargo.

- **TCVAL-R141: Transfer of Break-Bulk General Cargo - Phase I.**
  Shall be the unit price, expressed in Dollars per Ton, which TCVAL may charge to the Users by reason of the following activities which compose the transfer of break-bulk or other cargoes: Mooring or Unmooring, Stowage or Unstowage, Lashing or Unlashing; Shipping or Unloading, Transport and Loading or Off-Loading to an area designated by TCVAL, including the administration and management, and shall include all the resources and activities necessary for rendering such Services.

- **TCVAL-R142: Transfer of Break-Bulk General Cargo - Phase II.**
  Shall be the unit price, expressed in Dollars per Ton which TCVAL shall charge to the Users by reason of the following activities: Stowage or Unstowage; Lashing or Unlashing; Shipping or Unloading, up to the ship's ramp side; including the relevant administration and management, and shall include all the resources and activities necessary for rendering such Services.

  a) when dealing with Shipping, the seventy two [72] hours before Berthing the Ship which is going to receive such cargo plus the Occupancy Time; and,

  b) When dealing with Unloading, the period for Occupancy of the Ship and the following twenty four [24] hours after the moment the Ship Unberthing operation is complete, including the relevant administration and management.

  Shall include all the resources and activities necessary for rendering such Services.

- **TCVAL-R151: Transfer of Break-Bulk Automobile Cargo - Phase I.**
  Shall be the unit price, expressed in Dollars per Ton, which TCVAL shall charge to the Users by reason of the following activities: Stowage or Unstowage; Lashing or Unlashing; Shipping or Unloading, up to the ship's ramp side; including the relevant administration and management, and shall include all the resources and activities necessary for rendering such Services.
TCVAL-R152: Transfer of Break-Bulk Automobile Cargo - Phase II.
Shall be the unit price, expressed in Dollars per Ton, which TCVAL shall charge to the Users by reason of the following activities: Transport and Stacking in an area designated by TCVAL, Loading or Off-Loading to a land means of transport other than trucks specialized on vehicle transport (car carrier trailer); Storage, Stacking or Commercial Warehouse, the issuing of documents proving cargo reception and dispatch, including the administration and management, and shall include all the resources and activities necessary for rendering such Services; understanding that for Storage, Stacking or Commercial Warehouse, these Services shall include:

a) when dealing with Shipping, the seventy two [72] hours before Berthing the Ship which is going to receive such cargo plus the Occupancy Time; and,

b) When dealing with Unloading, the period for Occupancy of the Ship and the following twenty four [24] hours after the moment the Ship Unberthing operation is complete.

TCVAL-R160: Transfer of Fruit and Vegetable Break-Bulk Cargo.
Shall be the unit price, expressed in Dollars per Ton, which TCVAL may charge to the Users for the Transfer of Fruit and Vegetable Break-Bulk Cargo.

TITLE IV: SPECIAL OR OPTIONAL SERVICES

Article 12.
SPECIAL OR OPTIONAL SERVICES are those for whose provision the infrastructure given as Concession is not required, therefore, they can be rendered by independent companies other than the Concession Holder, so that they are or can be faced to competition; Services whose Rates are not subject to Maximum Values, and which are not implied in a Basic Service, and whose contracting is not compulsory for the User. These services shall be rendered upon previous request using the documents named Special Service Request, which shall be presented during the Terminal working hour and shall be rendered according to their operation plan during the timetable and in the locations designated for such purpose.

CHAPTER ONE - Terminal Services

Article 13.
The Terminal Services are rendered by TCVAL to the Ship Owners and Forwarders and/or Consignees, by themselves or through their Agents or representatives, which choose to use the Terminal and request from them.

These services are not related with the Transfer of Cargo and its associated Rates are not subject to any regulation.

**Section 1° - Services to the Ships**

**Article 14.**

The optional services to the Ships are those requested in a complementary way during the call, which do not have a direct relation with the cargoes being transferred between Ship and Pier.

- **TCVAL-N200: Shipping Planning and Additional Operational Services.**
  
  The shipping planning and additional operational services shall be applied to those Users, shipping agents, Ship Owners or their representatives who desist from pier and service requests, after the notice described under the Article 29 of this Service Manual.

  **Service:** consists of re-planning ship assignations, re-planning operations inside the Terminal and any other activity affected by the service request cancellation. These Services shall be rendered with personnel resources, information systems related to all the Terminal areas and competent authorities and TCVAL Users.

  **Collection Unit:** per event.

- **TCVAL-N201: Ship Re-mooring.**

  It is the Service rendered to those Ships which, being moored at any Terminal Pier, need to be moved to another Terminal pier and returned to the original pier, due to safety reasons, following the order of an authority, for observing the regulations governing their stay at the pier or because the Ships should go into the sea for any reason.

  **Service:** includes the provision of supervision and mooring personnel, and excludes the First and Last Ship Mooring/Unmooring work.

  **Collection Unit:** per event.

- **TCVAL-N205: Tug Boat mooring at Constanera Section.**

  This service is provided to those Tug Boats that regularly operates at Valparaíso port, which requires a resting place for non-activity periods.

  **Service:** includes coordination for the mooring or unmooring operations at the Constanera Section of the Terminal.

  **Collection Unit:** per Tug Boat per month.


- **TCVAL-N206: Other Naval Device Mooring at Constanera section.**
  This service is provided to other Naval Devices, which requires a resting place for short periods of time.
  
  **Service:** includes coordination for the mooring or unmooring operations at the Constanera Section of the Terminal.
  
  **Collection Unit:** per Naval Device per day.

- **TCVAL-N210: Potable Water Connection on Working Days.**
  It is the Service rendered from Monday to Saturday, not including holidays, and which consists of connecting hoses, couplings, meters, etc. to TCVAL potable water network, in order to allow potable water supply to major ships, minor watercrafts or other Users.
  
  **Service:** includes own or sub-contracted equipment and personnel, assigned to connecting/disconnecting work.
  
  **Collection Unit:** per event.

- **TCVAL-N211: Potable Water Connection on Sundays and Holidays.**
  It is the Service rendered on Sundays and Holidays, and which consists of connecting hoses, couplings, meters, etc. to TCVAL potable water network, in order to allow potable water supply to major ships, minor watercrafts or other Users.
  
  **Service:** includes own or Sub-contracted equipment and personnel, assigned to connecting/disconnecting work.
  
  **Collection Unit:** per event.

- **TCVAL-N212: Water Supply.**
  It is the Service rendered to the ships mooring at the Terminal and which require water supply.
  
  **Service:** includes the work coordination and scheduling, supervision, consumption record, the related documentation and water itself.
  
  **Collection Unit:** per cubic meter (m3) of water supplied.

- **TCVAL-N213: Electric Power Connection on Working Days.**
  It is the Service rendered from Monday to Saturday, not including holidays, and which consists of the connection to TCVAL electric power grid, in order to supply electric power, or for other needs requested by the user.
Service: includes the connection, disconnection, and control of equipment and machinery or other devices, to TCVAL electric power grid, along with own or sub-contracted equipment and personnel, provided by TCVAL.

Collection Unit: per event.

It is the Service rendered on Sundays and Holidays, and which consists of the connection to TCVAL electric power grid, in order to supply electric power or for other needs requested by the user.

Service: includes the connection, disconnection, and control of equipment and machinery or other devices, to TCVAL electric power grid, along with own or sub-contracted equipment and personnel, provided by TCVAL.

Collection Unit: per event

TCVAL-N215: Electricity Supply.
It is the Service rendered to the ships mooring at the Terminal and which require electricity supply or for other needs of the requesting user.

Service: includes the work coordination and scheduling, supervision, consumption record, the related documentation and electricity itself.

Collection Unit: per kilo watt hour (Kw) of electricity supplied plus 20%.

TCVAL-N218: Mooring/Unmooring operations for Tugboats, Pilot’s, boat and bunker-supplying barges on working days.
It is the Service requested by the customer or its representative to TCVAL, in order to moor or unmoor a ship on a working day which will mean to ensure the ship to calling pier under TCVAL concession, and unmoor the ship with proper and authorized elements.

Service: includes Mooring Gangs, the safety beacon installation. It does not consider use of pier to the Ship.

Collection Unit: Per Operation

TCVAL-N219: Mooring/Unmooring operations for Tugboats, Pilot’s, boat and bunker-supplying barges on Sundays or Holidays.
It is the Service requested by the customer or its representative to TCVAL, in order to moor or unmoore a ship on Sundays or Holidays which will mean to ensure the ship to calling pier under TCVAL concession, and unmoor the ship with proper and authorized elements.
Service: includes Mooring Gangs, the safety beacon installation. It does not consider use of pier to the Ship.

Collection Unit: Per Operation

- **TCVAL-N220: Pontoon Handling.**
  It’s the Service requested by the user or its representative and consists of the extraction and positioning, inside an area on board the ship or next to her, of the pontoons, for reasons other than the Cargo Transfer.
  These movements are not related to the Cargo Transfer operation; therefore, they shall be subject to this rate and shall be scheduled according to the Ship work plan.

Service: includes Own or subcontracted equipment and personnel.

Collection Unit: per Pontoon

- **TCVAL-N221: Deck Fumigation.**
  The Service consists of fumigating the decks of the Ship requiring Stowage or Unstowage Services at the Terminal, and is rendered on request by the Ship Master or representative, Ships of specific traffic lanes, coming from or which have reached ports declared as dangerous by the authority, with the aim of preventing plague or insects from entering the country. This Service is originated from local authority regulations, domestic regulations of the SAG or National Health Service and shall be performed with personnel, procedures and products authorized and controlled by the competent authority.

Service: includes the relevant SAG authorization for rendering the Service, the personnel and supervision, and the application of the product itself on the Ship deck. The Service shall be subject to the authorization of the competent authorities.

Collection Unit: per call/Ship.

- **TCVAL-N222: Guards or Security Service.**
  The Service consist of providing additional personnel not included in the Services Subject to Maximum Values and whose main function is to watch over and control the access to the ships berthing at the Terminal.

Service: includes designating and providing the shift personnel, the administrative processing of the permit to access the port area, presenting the lists of personnel before the Port Authority, verification of the rest of the legal obligations and regulations such as payment of salaries and social security liabilities.

Collection Unit: per Man Shift.

- **TCVAL-N223: Bilge Residue and Sewage Removal.**
  This Service consists of removing the bilge residues or sewage from the Ships.
Service: includes the provision of the necessary elements and personnel, with the corresponding connection to put the residues into tanks authorized by the relevant authority, and their transportation to treatment plants duly authorized by competent authorities, and the delivery of the corresponding certificates of residue or sewage processes. It shall be rendered by subcontractors enabled for such purposes before health entities and SAG, observing hygiene and environmental care regulations to which TCVAL is committed.

Collection Unit: per truck.

- **TCVAL-N224: Garbage Collection from the Ship.**
  It is the Service which consists of unloading the garbage generated while the Ship is underway.
  Service: includes garbage collection and/or cleaning the involved Ship area. The Service shall be rendered by subcontracts enabled for such purposes before health entities and SAG, observing hygiene and environmental care regulations, to which TCVAL is committed.
  Collection Unit: per cubic meter.

- **TCVAL-N225: Supply of lashing materials or others.**
  It is the Service requested by the customer or its representative to TCVAL, in order to provide with lashing materials such as: Nails, certified timber, lashing bags, plastic covers, lashing tensioners, chains, lines, etc. to fasten up cargo on board.
  Service: includes the coordination, lashing materials, supervision, consumption control documentation and details of cost involved.
  Collection Unit: Per Operation

- **TCVAL-N226: Inventory and Materials control, marine slings for fruits and vegetables cargoes.**
  It is the Service requested by the customer or its representative to TCVAL, for controlling stocks, consumption and reports of materials used.
  Service: includes the personnel for inventory and stock control, documentation and reports.
  Collection Unit: Per Ship

- **TCVAL-N227: Use of Berthing Area at TCVAL.**
  It is the Service requested by the customer or its representative to TCVAL, in order to permit all vessels, whose GRT is under 50 tons and their length does not exceed 25 mtrs., can moor/call minor vessels at TCVAL.
  Service: includes availability of a berthing area determined by TCVAL and valid for 24 hours.
It does not consider mooring and unmooring service.  
Collection Unit: Per Ship / Day

- **TCVAL-N228: Use of Berthing Area at TCVAL.**
  It is the Service requested by the customer or its representative to TCVAL, in order to permit all vessels, whose GRT is under 50 tons and their length does not exceed 25 mtrs., can moor/call minor vessels at TCVAL.
  Service: includes availability of a berthing area determined by TCVAL and valid for 24 hours.
  It does not consider mooring and unmooring service.  
Collection Unit: Per Ship / Month

- **TCVAL-N229: Rental of offices/modules inside TCVAL.**
  It is the Service requested by the customer or its representative to TCVAL, in order to rent offices or modules, located inside TCVAL for customers or shipping agencies 'use, and issuing of documents associated to TCVAL.
  Service: includes a module equipped with electric power.  
Collection Unit: Per office, module/Month

- **TCVAL-N230: Inventory and seals control.**
  It is the Service requested by the customer or its representative to TCVAL, in order to make an inventory, stocks control, consumption and reports of customer’s seals.
  Service: includes the personnel for making the inventory and stocks control and corresponding documentation  
Collection Unit: Per seal

Section 2º - Services to the Cargoes at Wharf and Onboard Ship

**Article 15.**
These services are complementary to the cargo transfer and take place onboard the vessels and/or at the pier along the ship during the call.
TCVAL-N240: **Dry Containers Transshipment**.

It is the Service rendered to the containers unloaded from Coastal Service or International Transit Ships that regularly use the Terminal, which require to be transshipped to another Coastal Service or International Transit Ship using the same Terminal, understanding that the service is used by lines that arrive at the port at least twice a month.

**Service**: includes Unlashing, off-loading, moving the container from the Ship side to a temporary stacking site, re-handling the unit inside the Terminal for the subsequent transfer to the definite Stacking of the Ship to be loaded, and the subsequent transfer to a Ship of the same line, at any pier of the Terminal.

The Rate considers the corresponding Cargo Transfer Services, two [2] days of Stacking, one [1] container re-handling or selection operation at the Terminal and one [1] haulage of containers between two locations at the Terminal.

**Collection Unit**: per Container.

TCVAL-N241: **Reefer Containers Transshipment**.

It is the Service rendered to the containers unloaded from Coastal Service or International Transit Ships that regularly use the Terminal, which require to be transshipped to another Coastal Service or International Transit Ship or which, by option or type of service, unloads reefer units to be consolidated and subsequently re-stowed on the same Ship they were unloaded from, and which employs TCVAL in both directions, understanding that the service is used by lines that are at least once a month.

**Service**: includes the disconnection, unlashing, movement from the Ship side to a temporary Stacking site, the off-loading (EIR) and loading, the re-handling of the unit inside the Terminal, the connection of the unit to the power source, the Storage and subsequent transfer to the same Ship it was unloaded from.

The Rate considers the corresponding Cargo Transfer Services, two [2] days of Stacking, one [1] container re-handling or selection operation at the Terminal and one [1] haulage of containers between two locations at the Terminal, alongside the ship.

**Collection Unit**: per Container.

TCVAL-N250: **Re-stowage of 20-foot containers via Ship**.

The service includes the group of activities themselves and necessary for the reorganization inside the Ship, through the use of Ship or Terminal cranes, of 20-foot containers whose final destination is not Valparaiso Port. The movements required for their relevant Cargo Transfer purposes are excluded.

The Service is rendered when it is necessary to relocate the Container in positions other than those assigned originally by the Ship Owner (term that includes the planner, Ship Master or
operator), due to changes in the Stowage already performed by the Terminal, weight restrictions, change of destination ports, dangerous nature of the goods and other similar reasons.

The concept VIA SHIP means that the Container is relocated in the same hold or workforce operation area without the need to use the Wharf to move it.

**Service:** includes the port and supervision personnel, utilities and equipment used to move standard containers, container Unlashing, unloading with a crane from the Ship or Wharf, as applicable, the Stowage and Lashing of the Container in the new position on board the Ship, the new documentation related to stowage drawings and the list of cargo generated by such Service. **Collection Unit:** per container.

- **TCVAL-N251: Re-stowage of 40-foot containers via Ship.**
  The service includes the group of activities themselves and necessary for the reorganization inside the Ship, through the use of Ship or Terminal cranes, of 40-foot containers whose final destination is not Valparaíso Port. The movements required for their relevant Cargo Transfer purposes are excluded.
  The Service is rendered when it is necessary to relocate the Container in positions other than those assigned originally by the Ship Owner (term that includes the planner, Ship Master or operator), due to changes in the Stowage already performed by the Terminal, weight restrictions, change of destination ports, dangerous nature of the goods and other similar reasons.
  The concept VIA SHIP means that the Container is relocated in the same hold or workforce operation area without the need to use the Wharf to move it.
  **Service:** includes the port and supervision personnel, utilities and equipment used to move standard containers, container Unlashing, unloading with a crane from the Ship or Wharf, as applicable, the Stowage and Lashing of the Container in the new position on board the Ship, the new documentation related to stowage drawings and the list of cargo generated by such Service. **Collection Unit:** per container.

- **TCVAL-N252: Re-stowage of 20-foot containers via Wharf.**
  The service includes the group of activities themselves and necessary for the reorganization inside the Ship, through the use of Ship or Terminal cranes, of 20-foot containers whose final destination is not Valparaíso Port. The movements required for their relevant Cargo Transfer purposes are excluded.
  Service provided when it is necessary to relocate the Container in positions other than those assigned originally by the Ship Owner (term that includes the planner, Ship Master or operator), due to changes in the Stowage already performed by the Terminal, weight restrictions, change of destination ports, dangerous nature of the goods and other similar reasons.
The concept VIA WHARF means that the Container is moved using the Wharf, until it is located next to the hold or cell where it shall be reloaded and definitely stowed, as it is considered that the container shall be relocated inside the Ship, in another hold or workforce operation area.

**Service**: includes the port and supervision personnel, utilities and equipment used to move standard containers, container Unlashing, unloading with a crane from the Ship or Wharf, as applicable, the Stowage and Lashing of the Container in the new position on board the Ship, the new documentation related to stowage drawings and the list of cargo generated by such Service.

**Collection Unit**: per container.

- **TCVAL-N253: Re-stowage of 40-foot containers via Wharf.**
  The service includes the group of activities themselves and necessary for the reorganization inside the Ship, through the use of Ship or Terminal cranes, of 40-foot containers whose final destination is not Valparaíso Port. The movements required for their relevant Cargo Transfer purposes are excluded.

  Service provided when it is necessary to relocate the Container in positions other than those assigned originally by the Ship Owner (term that includes the planner, Ship Master or operator), due to changes in the Stowage already performed by the Terminal, weight restrictions, change of destination ports, dangerous nature of the goods and other similar reasons.

  The concept VIA WHARF means that the Container is moved using the Wharf, until it is located next to the hold or cell where it shall be reloaded and definitely stowed, as it is considered that the container shall be relocated inside the Ship, in another hold or workforce operation area.

  **Service**: includes the port and supervision personnel, utilities and equipment used to move standard containers, container unloading, discharging and reloading with the Ship or Shore crane, as applicable, the Stowage and Lashing of the Container in the new position on board the Ship, the new documentation related to stowage drawings and the list of cargo generated by such Service.

  **Collection Unit**: per container.

- **TCVAL-N260: Re-stowage of Break-Bulk Cargo via Ship.**
  The service includes the group of activities themselves and necessary for the reorganization inside the Ship, through the use of Ship, personnel or Terminal cranes; of Break-Bulk Cargo whose final destination is not Valparaíso Port. The movements required for their relevant Cargo Transfer purposes are excluded.

  The Service is rendered when it is necessary to relocate the Container in positions other than those assigned originally by the Ship Owner (term that includes the planner, Ship Master or operator), due to changes in the Stowage already performed by the Terminal, weight restrictions, change of destination ports, dangerous nature of the goods and other similar reasons.
The concept VIA SHIP means that the Container is relocated in the same hold or workforce operation area without the need to use the Wharf to move it.

**Service:** includes the port and supervision personnel, utilities and equipment used to move Break-Bulk Cargo, Unlashing, unloading with a crane from the Ship or Wharf, as applicable, the Stowage and Lashing of the Break-Bulk Cargo in the new position on board the Ship, the new documentation related to stowage drawings and the list of cargo generated by such Service.

**Collection Unit:** per ton.

**TCVAL-N261: Re-stowage of Break-Bulk Cargo via Wharf.**

The service includes the group of activities themselves and necessary for the reorganization inside the Ship, through the use of Ship, personnel or Terminal cranes; of Break-Bulk Cargo whose final destination is not Valparaiso Port. The movements required for their relevant Cargo Transfer purposes are excluded.

The Service is rendered when it is necessary to relocate the Container in positions other than those assigned originally by the Ship Owner (term that includes the planner, Ship Master or operator), due to changes in the Stowage already performed by the Terminal, weight restrictions, change of destination ports, dangerous nature of the goods and other similar reasons.

The concept VIA WHARF means that the Cargo is moved using the Wharf, until it is located next to the hold or cell where it shall be reloaded and definitely stowed, as it is considered that the container shall be relocated inside the Ship, in another hold or workforce operation area.

**Service:** includes the port and supervision personnel, utilities and equipment used to move the Break-Bulk cargo, Unlashing, unloading with the Ship crane, the Stowage and Lashing of the Break-Bulk in the new position on board the Ship, the new documentation related to stowage drawings and the list of cargo generated by such Service.

**Collection Unit:** per ton.

**TCVAL-N262: Re-stowage of Fruit and Vegetable Break-Bulk cargo via Ship.**

The service includes the group of activities themselves and necessary for the reorganization inside the Ship, through the use of Ship, personnel or Terminal cranes; of Break-Bulk Cargo whose final destination is not Valparaiso Port. The movements required for their relevant Cargo Transfer purposes are excluded.

The Service is rendered when it is necessary to relocate the Container in positions other than those assigned originally by the Ship Owner (term that includes the planner, Ship Master or operator), due to changes in the Stowage already performed by the Terminal, weight restrictions, change of destination ports, dangerous nature of the goods and other similar reasons.
The concept VIA SHIP means that the cargo is moved onboard the Ship, until it is located next to the hold or cell where it shall be relocated and definitely stowed, as it is considered that the cargo shall be relocated inside the Ship, in another hold or workforce operation area.

**Service:** includes the port and supervision personnel, utilities and equipment used to move the Break-Bulk cargo, Unlashing, unloading with the Ship crane, the Stowage and Lashing of the Break-Bulk in the new position on board the Ship, the new documentation related to stowage drawings and the list of cargo generated by such Service.

**Collection Unit:** per ton.

- **TCVAL-N263: Re-stowage of Fruit and Vegetable Break-Bulk cargo via Wharf.**
  The service includes the group of activities themselves and necessary for the reorganization inside the Ship, through the use of Ship, personnel or Terminal cranes; of Break-Bulk Cargo whose final destination is not Valparaíso Port. The movements required for their relevant Cargo Transfer purposes are excluded.
  The Service is rendered when it is necessary to relocate the Container in positions other than those assigned originally by the Ship Owner (term that includes the planner, Ship Master or operator), due to changes in the Stowage already performed by the Terminal, weight restrictions, change of destination ports, dangerous nature of the goods and other similar reasons.
  The concept VIA WHARF means that the cargo is moved using the Wharf, until it is located next to the hold or cell where it shall be reloaded and definitely stowed, as it is considered that the container shall be relocated inside the Ship, in another hold or workforce operation area.
  **Service:** includes the port and supervision personnel, utilities and equipment used to move the Break-Bulk cargo, Unlashing, unloading with the Ship crane, the Stowage and Lashing of the Break-Bulk in the new position on board the Ship, the new documentation related to stowage drawings and the list of cargo generated by such Service.
  **Collection Unit:** per ton.

- **TCVAL-N270: Onboard Connection and Disconnection of Reefers containers on Working Days.**
  It is the service rendered from Monday to Saturday, holidays excluded, and which consist of connecting or disconnecting Reefer Containers which are not object of Cargo Transfer and which are onboard a ship.
  **Service:** shall be rendered, upon expressly stated request by the User, and includes: One [1] connection or one [1] disconnection of each Reefer Container. The Service shall be performed by TCVAL own personnel or by their subcontracts.
  **Collection Unit:** per container and per operation of connection or disconnection.
TCVAL-N271: Onboard Connection and Disconnection of Reefers containers on Sundays and holidays.
It is the Service rendered on Sundays and holidays and consists of connecting or disconnecting Reefer Containers which are not object of Cargo Transfer and which are onboard a ship.
Service: shall be rendered, upon expressly stated request by the User, and includes: One [1] connection or one [1] disconnection of each Reefer Container. The Service shall be performed by TCVAL own personnel or by their subcontracts.
Collection Unit: per container and per operation of connection or disconnection.

TCVAL-N280: Additional Onboard Workers for Tasks not Included in the Transfer.
The Rate is applied by reason of the provision of additional personnel for rendering the Services not included in the Services Subject to Maximum Values, and is generated on direct request by the Ship Master, or indirectly by the Shipping Agent, to give support in Ship common tasks, such as cleaning holds, preparing holds for stowage in other ports, special lashing, recovery of stowage elements, crane operators for tasks other than cargo transfer, etc.
Service: includes designating and providing the shift personnel, the administrative processing of the permit to access the port area, presenting the lists of personnel before the Port Authority, verification of the rest of the legal obligations and regulations such as payment of salaries and social security liabilities, and introducing the personnel to the Ship Master.
Collection Unit: per man/shift.

TCVAL-N281: Use of Shore Crane for Activities other than Cargo Transfer.
It is the Gottwald crane Service rendered for activities not related to the movements included in the relevant Cargo Transfer, such as: loading provisions, transferring spares, lifting fishing watercrafts, rental to subcontractors that perform wharfing activities or any other task not included in the Cargo Transfer, which exceed 25 tons.
Service: includes the work coordination and scheduling, the supervision personnel, the use of the ground crane and its operator.
Collection Unit: per hour (from the time the crane leaves its parking position, until it returns to its parking position, with a minimum of 4 hours).

TCVAL-N282: Dead Time at the Ship.
“Dead Time, Holding Time and Idle Time (No work) at the Ship” refer to any stoppage or interruptions to the works of cargo transfer, due to causes attributable to the User, out of TCVAL responsibility.
TCVAL shall keep a record, available to the User and the Empresa Portuaria, where TCVAL shall note any stoppage of the works of the Ship herself, attributable to the User or TCVAL and others, stating the corresponding causes and responsibilities. This record shall be the base to determine the total time that shall be considered for applying the present Rate. The User shall be able to
have access to the record and note therein any complaints when there is a disagreement in relation to times attributed to the User's responsibility.

The Rate shall be applied in the following cases:

a) When, on request of the Ship Master, Ship Owner or representative, the operations should start at a time different from the time set for starting the work shifts at the Terminal.

b) If, having agreed to use ship thrusters, they fail during the operation, generating dead times for repairing them.

c) If, due to the lack of documentation needed for loading or discharging, operations should be interrupted to wait for documentation clearance.

d) If, having agreed the Stowage, changes should be applied due to a lack of cargo.

e) If, having agreed a starting time for stowage works, the schedule is not complied with due to Ship responsibility and the works should be reorganized.

f) If, having requested the corresponding pier for the start of work at a specific time, the Ship is late for not having the authorization to load the cargo.

g) For any other event attributable to the Ship, her Master or representative, producing the stoppage of the ship, out of the Terminal responsibility.

Collection Unit: per hour per gang.

- **TCVAL-N283: Use of the Apron Area.**
  This Service consists of the use of areas at the Terminal apron and pier facilities to perform operations of any nature, other than those required for Cargo Transfer purposes.
  
  **Service:** includes the use of the area at the exclusive dedication apron to perform specific operations.
  
  **Collection Unit:** per square-meter/hour used.

- **TCVAL-N284: Elaboration of Pools in Reefer Ships.**
  It is the Service that shall be rendered on request by the Users, to perform special lashing works to those Fruit and Vegetable Chamber Ships which, as having a lack of cargo to finish off the Ship.

  **Service:** includes Lashing personnel and the nylon needed. For those ships with TIE DOWN, no lashing material shall be considered. For those cases which need lashing wood, it shall be charged based on the cost plus 30%.

  **Collection Unit:** per deck/hold.

- **TCVAL-N285: Reefer Vessel Lashing gang.**
  It is the Service that shall be rendered on request by the Users, to perform special lashing works to Ships equipped with air bags.
Service: includes lashing personnel. As far as the materials and air guns, they should be provided by the Ship.

Collection Unit: per man-shift.

Section 3° - Services to the Containers

Article 16.
These services are complementary to the cargo transfer of containers and take place at the Terminal yard, but exclude those provided at the Intermodal Station and Store, which are addressed in specific paragraphs for them.

- **TCVAL-N300: Stuffing or Stripping of 20-foot Container.**
  The service includes the operational and documentation activities required for loading or stowing, unloading or unstowing a 20-foot container with loose cargo inside.
  
  **Service:** includes Loading /off-loading the unit at the Consolidation/ Deconsolidation area (CFS), filling/ emptying the unit, loading or off-loading the cargo to be consolidated/ deconsolidated, the moving personnel, tallies and equipment, forklifts necessary for the operation, port documentation necessary for the reception/ delivery of the cargo, loading/unloading the full container and its transfer from/to the ship Stacking area, which is mainly intended for containers product of LCL containers or those filled at the Ship convenience and declared as cargo, not as container.

  **Collection Unit:** per container.

- **TCVAL-N301: Stuffing or Stripping of 40-foot Container.**
  The service includes the operational and documentation activities required for loading or stowing, unloading or unstowing a 40-foot container with loose cargo inside.
  
  **Service:** includes Loading /off-loading the unit at the Consolidation/ Deconsolidation area (CFS), filling/ emptying the unit, loading or off-loading the cargo to be consolidated/ deconsolidated, personnel and equipment necessary for the operation, the port documentation necessary for the reception/ delivery of the cargo, loading/ unloading the full container and its transfer from/to the ship Stacking area.

  **Collection Unit:** per container.
TCVAL-N302: Stuffing or Stripping of 20-foot Reefer Container.
The Service includes the operational and documentation activities required for loading or stowing, unloading or unstowing a 20-foot reefer container with loose reefer cargo inside.

Service: includes the provision of personnel, equipment and the operational and documentation activities that correspond to moving the container to the Consolidation area designated by TCVAL, its inspection, cleaning and pre-cooling, the Consolidation of pallets or loose cargo, and moving them to the Stacking area, along with issuing the necessary documents.

Collection Unit: per container.

TCVAL-N303: Stuffing or Stripping of 40-foot Reefer Container.
The Service includes the operational and documentation activities required for loading or stowing, unloading or unstowing a 40-foot reefer container with loose reefer cargo inside.

Service: includes the provision of personnel, equipment and operational and documentation activities corresponding to the transfer of the container to the Consolidation area designated by TCVAL, its inspection, cleaning and pre-cooling, the Consolidation of pallets or loose cargo, and moving them to the Stacking area, along with issuing the necessary documents.

Collection Unit: per container.

TCVAL-N310: Pre-Trip Inspection of Reefer Containers.
It is a Special Service rendered upon request by the User, and consists of checking the operation of the cooling unit before delivering the container to the forwarder.

Service: includes the provision of supervision personnel and equipment and electric power necessary for the operation.

Collection Unit: per container.

TCVAL-N311: Pre-cooling of Reefer Containers.
It is the Service that is rendered upon request by the User, to those reefer containers which need to be prepared or pre-cooled to receive the cargo that requires controlled environment or predetermined temperatures.

Service: includes the provision of supervising personnel and specialized refrigeration personnel, control of temperatures, programming of required temperatures and the documentation for temperature record during the process of pre-cooling, as per industrial standard procedures.

Collection Unit: per container.

TCVAL-N312: Connection, Disconnection and Monitoring of Reefer Containers.
It is the Service provided to reefer containers that require to be connected to or disconnected from the electrical power supply, other than the one required for the corresponding Cargo Transfer purposes.

**Service**: includes provision of the supervision personnel and monitors, the relevant monitoring activity, one [1] connection; or one [1] disconnection and the documentation for temperature record, as per the procedures established by each client.

**Collection Unit**: per container.

- **TCVAL-N313: Energy consumption of Reefer Containers plugged.**
  It is the Service provided to reefer containers which stay at the Terminal before or after the period required for the corresponding Cargo Transfer and which should be connected to the power source the Terminal has, in order to supply electric power.
  **Service**: includes the provision of the space for the stay of the equipment and electric power supplied.
  **Collection Unit**: per calendar day or fraction of day, the container remains plugged to the electric power sources at the Terminal, with a minimum of one day.

- **TCVAL-N314: GenSet Mount/Dismount of Reefer Containers.**
  It is the Service rendered, upon request by the User, to the reefer containers which require mounting or disassemble of the unit named GenSet or cooling unit, other than the operation required for the relevant Cargo Transfer purposes.
  **Service**: includes the provision of supervision personnel, the forklift and the personnel used for connecting and disconnecting the GenSet, along with the area designated by TCVAL for such operation.
  **Collection Unit**: per operation (each time a GenSet is mounted or dismounted on a specific container)

- **TCVAL-N320: Container Weighing.**
  Consists of the Service rendered to the containers which need to check or know their weight, for commercial and/or customs control reasons.
  **Service**: includes the personnel for weighing, the Container weight certificate under the relevant standard regulating entities, the truck weight and the relevant document.
  **Collection Unit**: per Container.

- **TCVAL-N321: Reception of Containers out of stacking period (Late Arrival).**
  It is the Special Service rendered for containers for which the User requested Services Subject to Maximum Rate, to be loaded into a specific Ship, but as having arrived at the Terminal out of
the period determined later on for their reception at the Stacking designated for the ship, are rejected by TCVAL for loading on such Ship under the established schedule. The normal reception timetable considers two [2] days (48 hours) calculated until 24 hours before the informed time of arrival of the Ship and from 9 AM to 10 PM.

Service: includes all the additional operational and documentation activities required to load such containers on the previously stated Ship; including the provision of personnel and equipment necessary to work during special shifts, not only for equipment operation but also for computers and data capture, checking the unit and re-handling the unit inside the Terminal to comply with the planned Shipping sequence.

Collection Unit: per container.

➢ **TCVAL-N322: Movement of Containers between two points inside the Terminal.**

It is a Special Service originated upon expressly stated request by the User and consists of moving the containers which, having been received by the Terminal, require to be moved between two points of the Terminal for works other than those required for the corresponding Cargo Transfer, such as: inspections out of the Ship Stacking area, removal of a damaged Container, movement for re-handling. This Rate shall not be paid by those containers which have paid any of the following Rates: TCVAL-N323, TCVAL-N920 or TCVAL-N922.

Service: includes the provision of supervision personnel, the movement record, the tractor operator, the corresponding tractor and chassis, for moving the unit.

Collection Unit: per container.

➢ **TCVAL-N323: Container Re-Handling or Selection.**

It is the denomination given to all the extra movements required inside the Terminal for import, export, coaster, customs re-location, transfer or transit containers, after being received at the Terminal, except for the movements included in the Services Subject to Maximum Values.

The extra movements to which this Rate is applied are those originated inside the Terminal as a product of: shipping cancellations, change of the originally designated Ship for loading the cargo, moving the containers from one Stacking to another, segregation of dangerous cargoes in containers, which have not been informed as such by the User.

Service: includes the provision of the yard controlling personnel and supervision personnel, container cranes and recorders.

Collection Unit: per movement/container.

➢ **TCVAL-N324: Complete Recognition or Inspection of Cargo in Containers.**

This Service includes all the activities required to be made to the containers passing through the Terminal and which, due to commercial or controlling reasons by a supervising entity (such as; Certification Surveys for the destination country), require handling of the goods for counting, checking, inspection or recognition; which volume is higher than 50% of the cargo inside the container.
Service: includes the provision of the necessary personnel and supervision or recognition personnel, in addition to the documentation personnel, the tally and the coordination with the client. This Service DOES NOT include the corresponding handling, re-handling of the unit, or re-sealing after the operation is complete.

Collection Unit: per container.

- **TCVAL-N325: Partial Recognition of Cargo in Containers.**
  This Service includes all the activities required to be made to the containers passing through the Terminal and which, due to commercial or controlling reasons by a supervising entity (such as; Certification Surveys for the destination country), require handling of the goods for counting, checking, inspection or recognition; which volume is lower than 50% of the cargo inside the container.

  Service: includes the provision of the necessary personnel, supervision or recognition personnel, documentation personnel, tally and the coordination with the client.

  This Service DOES NOT include the corresponding handling, re-handling of the unit, or re-sealing after the operation is complete.

  Collection Unit: per container.

- **TCVAL-N326: Visual Inspection of Cargo in Containers.**
  This service includes all necessary activities to be carried out at the containers transiting the Terminal and that, for commercial reasons or control of any audit institution (e.g., certification Surveys of destination country etc.), require visual inspection of cargo inside the Container.

  Service: includes / provides the necessary personnel and of supervision during operation of recognition, the documentary personnel, the tally and the coordination with the User.

  This service does NOT include the respective manipulations, re-handling of the unit or seals to reseal when the operation is completed.

  Collection Unit: per Container.

- **TCVAL-N327: Empty Container Recognition or Inspection.**
  The Service provides those tasks that should be made to empty containers passing through the Terminal and which, due to commercial reasons, the client requests to check.

  Service: includes designating and providing the supervision personnel, yard control and operations personnel, the documentation and coordination with the Agency representing the Ship Owner transferring the empty containers.

  Collection Unit: per container.

- **TCVAL-N328: Container Sealing or Re-sealing.**
It is the Service provided to the containers that are received at the Terminal and due to cargo safety reasons, drug control or other similar reasons, require to be sealed or re-sealed when the original seal has defects or has been broken.

**Service**: includes the provision of supervision personnel, the record of the sealed or re-sealed unit, the corresponding plug or tin seal and the worker who puts the seal, which should be provided by the B/L issuing party.

**Collection Unit**: per container.

- **TCVAL-N329: IMO Container Labeling.**
  The Service consist of putting IMO labels on containers, under the established regulation.
  **Service**: includes the labels needed for one Container and personnel to attach them.
  **Collection Unit**: per container.

- **TCVAL-N330: Fumigation Service.**
  It is the service provided to containers coming from specific traffic ships with the aim of preventing plagues or insects from coming into the country, and is originated from the local authority or domestic regulations, whether it is SAG or the National Health Service.

  The Service is rendered to all the containers coming from ships which have reached ports declared as dangerous by the authority and shall be applied to the external area of the Container and shall include the personnel, procedures and chemicals authorized and controlled by the competent authority.

  **Service**: includes the SAG authorization to render the Service, the provision of personnel and supervision, the chemical with the amount and composition required for the fumigation and the application of the product to the Container. The costs associated to certifications (if applicable) are not included.

  **Collection Unit**: per container.

**Section 4º - Services to the Break Bulk cargoes**

**Article 17.**

These services are complementary to the cargo transfer of break bulk cargoes and take place at the Terminal yard, but exclude those provided at the Intermodal Station and Store, which are addressed in specific paragraphs for them.

- **TCVAL-N350: Cargo Project Planning.**
  Special Service provided for Project Cargo, in relation to which the User or its representative have decided to ensure a better handling, taking special precautions to reduce the risks inherent to these types of operations, by means of a specific design and plan of such operations and with
the coverage of special insurances. It applies only for operations which are not included as part of the relevant Cargo Transfer.

Service: includes the provision of qualified supervision for these type of operations, off-loading or shipping design and planning, contracting additional insurances if required, and the previous delivery of a operation coordination plan by the User stating the specific details ultimately included in the Service.

Collection Unit: per operation.

- **TCVAL-N351: Coordination Service (Integral Service).**
  Special Service provided for the coordination of different services in order to achieves an integration of the process, for export or import cargoes.
  Service: includes the coordination of the Services required by the User.
  Collection Unit: per ton.

- **TCVAL-N352: Movement of Break-Bulk Cargo between two points inside the Terminal.**
  The Service consists of moving the break-bulk cargo which, having been received by the Terminal, require to be moved between two points of the Terminal for works other than those required for the corresponding Cargo Transfer, such as: inspections out of the Ship Stacking area, removal due to damage, or movement for re-handling.
  Service: includes the provision of supervision personnel, the movement record, the tractor operator, the tractor and corresponding chassis, for moving the unit.
  Collection Unit: per ton.

- **TCVAL-N353: Break-Bulk Cargo Weighing on Truck.**
  Consists of the Service provided to the Break-Bulk Cargoes carried on trucks, which need to check or know their weight, when loading or discharging.
  Service: includes the personnel for weighing, the truck weigh certificate under the relevant standard regulating entities, the truck weight, cargo weight and the relevant document.
  Collection Unit: per truck.

- **TCVAL-N354: Break-Bulk Cargo Recognition or Inspection.**
  This Service includes all the activities required to be made to the Break-Bulk Cargo dealt with at the Terminal and which, due to commercial reasons, requires to be he-handled for counting, checking, inspection or recognition.
  Service: includes the provision of the yard controlling personnel, supervision or recognition personnel, the relevant documentation and the coordination with the client.
  Collection Unit: per ton, with a minimum of six [6] tons.
TCVAL-N355: *Reception of Non-containerized Cargo out of period.*

It is the Special Service rendered for the Break-Bulk cargo for which the User requested Services Subject to Maximum Rate for loading it to a specific Ship, but as having arrived at the Terminal out of the normal period determined later on for its reception, is rejected by TCVAL for loading on such Ship under the established schedule. The normal reception timetable considers two [2] days (48 hours) calculated until 24 hours before the informed time of arrival of the Ship and from 9:00 hrs to 22:00 hrs.

*Service:* includes all the additional operational and documentation activities required to load such containers on the previously stated Ship, including the provision of personnel and equipment necessary to work during special shifts, not only for equipment operation but also for computers and data capture, tallies, and re-handling necessary inside the Terminal to comply with the planned Shipping sequence.

*Collection Unit:* per ton.

TCVAL-N356: *Packaging Repair per bundle per Ton.*

Packaging Repair per piece per ton is a Special Service rendered on request by the User and consists on the repair operation of packaging which is in bad conditions.

*Service:* includes the provision of the personnel, supervision, materials (if applicable) and equipment for this type of operations.

*Collection Unit:* per ton plus materials (type and quantity, in corresponding invoice).

TCVAL-N357: *Packaging Repair per bundle per unit.*

Packaging repair per piece per unit is a Special Service rendered on request by the User and consists on the repair operation of packaging in bad conditions.

*Service:* includes the provision of the personnel, supervision, materials (if applicable) and equipment for this type of operations.

*Collection Unit:* per unit plus materials (type and quantity, in corresponding invoice).

TCVAL-N358: *Cargo Split or Repair.*

It corresponds to the selection, repair and special movements of specific cargo stocks during the final stay at the Terminal.

*Service:* includes the provision of supervision, operations, movement and packaging repair personnel, together with one [1] forklift and the corresponding operator. It does not include the materials needed for the repair, which shall be provided by the client requesting the Service.

*Collection Unit:* per ton.
TCVAL-N359: Rental of Forklift Equipment

It is the Service requested by the customer or its representative to TCVAL, in order to rent a forklift service to be used into TCVAL premises, other than cargo transference, which will depend on the lifting capacity.

Service: includes coordination services, forklift operator and forklift.

Collection Unit: Per hour (minimum of 3 hours)

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TCVAL-N360: Truck Tarping/Untarping.

Truck Tarping and/or Untarping consist of the operation of putting or removing the tarps from the trucks chassis.

Service: includes Personnel, Supervision and equipment to perform the operation.

Collection Unit: per truck.

TCVAL-N361: Fruit Pallet Scan.

Consist on the scanning of the information on the code-bar attached to the cargo or the pallet.

Service: includes the provision of workers to perform that task.

Collection Unit: per pallet.

TCVAL-N362: Pallet Transfer.

Pallet transfer is the operation of moving pallets along the truck-chassis or container, only for operations which are not included in the Cargo Transfer.

Service: includes the provision of personnel, equipment and supervision of this operation.

Collection Unit: per truck or container.

TCVAL-N363: Pallet Re-assembly.

The Service consists on the reassemble of those pallets which, for reasons other than the Ship operations, are damaged or dissembled or which, in attention to the client’s request, they should be re-assembled.

Service: includes the personnel, edge beans, corner protection and certified fruit pallet, if necessary.

Collection Unit: per pallet.
TCVAL-N364: Cargo Securing on Pallets.
Cargo securing of pallets consists on re-securing the cargo onto pallets, by putting new straps.
Service: includes the provision of personnel, supervision, materials (if applicable) and equipment for this type of operations.
Collection Unit: Per Pallet

Section 5º - Services to Vehicles

Article 18.
Groups those services provided to any kind of vehicle over their wheels at the Terminal yard, but exclude those provided at the Intermodal Station and Store, which are addressed in specific paragraphs for them.

TCVAL-N400: Split of Vehicles and Machinery at the Wharf.
The split of vehicles and machinery at the wharf consists of the separation operations and special movements of specific vehicle and machinery stocks at the Terminal, only for operations which are not included in the Cargo Transfer.
Service: includes the provision of supervision personnel, operations and actions made to separate vehicles and machinery.
Collection Unit: per ton.

TCVAL-N401: Minor vehicle inventory.
The Service consists of making a detailed and specific inventory with the physical conditions of the vehicle, other than that made as part of the Cargo Transfer.
The Service shall be provided from 08:00 hrs to 16:00 hrs during Working Days, and includes the provision of personnel, with own or subcontracted elements for such purpose, and issuing an official document with two copies; the first one for the interested party and the second one, for TCVAL.
Collection Unit: per vehicle.

TCVAL-N402: Major Vehicle and Machinery Inventory.
It is the creation, in a preset format, of an inventory made pieces and parts of vehicles and machinery.
Service: includes the provision of personnel issuing documents, the development of the inventory and the form.
Collection Unit: per vehicle, machinery or part
TCVAL-N403: Starting of broken down vehicles.
This Service is provided when during the discharge of vehicles from a vessel; some do not work properly and require technical and mechanical support for their repair.
Service: includes Personnel and specialized equipment.
Collection Unit: per vehicle.

TCVAL-N404: Fuel Supply to vehicles.
This Service is provided when during the discharge of vehicles from a vessel; some do not have fuel, what makes impossible to perform the operation.
Service: includes the provision of the required fuel.
Collection Unit: per liter of fuel.

TCVAL-N405: Towing of vehicles.
This Service is provided when, during the discharge of vehicles from a vessel; some do not work properly and should be towed because it is not possible to repair them.
Service: includes Personnel and specialized equipment.
Collection Unit: per vehicle.

TCVAL-N406: Change of tires to broken down minor vehicles.
This Service is provided when during the discharge of standard format vehicles (cars, light trucks, jeeps) from a vessel; some have damaged tires and should be replaced.
Service: includes Personnel and the required equipment.
Collection Unit: per tire.

TCVAL-N407: Change of tires to broken down major vehicles.
This Service is provided when during the discharge of heavy vehicles (trucks, buses, and machinery) from a vessel; some have damaged tires and should be replaced.
Service: includes personnel and the required equipment.
Collection Unit: per tire.

Section 6º - Services to Passengers

Article 19.
Are the services provided to the passengers embarking and/or disembarking from cruiser vessels that call at the Terminal.
➢ **TCVAL-N450: Passenger Ship Boarding Fee.**
   The Service consists of the authorization given to the Ships, passengers or Users which need to board on or debark from Ships moored at any Terminal pier, using the port facilities.
   
   **Service:** includes provision of entry control personnel, coordination with Shipping Agents, issuing of the authorization document for transit at the Terminal and use of wharf by passengers.
   
   **Collection Unit:** per each passenger who boards, debarks or in transit.

➢ **TCVAL-N451: Gangway Rental for ships.**
   This service consists of providing the gangway to the ship for person access (passengers and crew).
   
   **Service:** includes coordination and scheduling of the task and use of the gangway.
   
   **Collection Unit:** per port call.

➢ **TCVAL-N452: Perimeter Enclosure.**
   This service consists of the installation of a perimeter enclosure for the exclusive use and benefit of the ship.
   
   **Service:** includes coordination and scheduling of the task and the installation of the perimeter enclosure.
   
   **Collection Unit:** per port call.

➢ **TCVAL-N453: Conveyor Belt Rental.**
   This service is provided for the respective transfer of passenger bags, luggage and other light cargoes (victualing, food, etc).
   
   **Service:** includes coordination and scheduling of the task, personnel supervision, the use of the conveyor belt and the operator thereof.
   
   **Collection Unit:** per day and fraction of day.

➢ **TCVAL-N454: Rental of Special Equipment.**
   This service is provided for the respective transfer of passenger bags, luggage and other light cargoes (victualing, food, etc).
   
   **Service:** includes coordination and scheduling of the task, personnel supervision, the use of the conveyor belt and the operator thereof.
   
   **Collection Unit:** per hour and fraction of hour.
TCVAL-N455: **Passenger Ship Boarding Fee for Island Coastal Service.**
The Service consists of the authorization given to the Ships, passengers or Users which need to board on or debark from Ships moored at any Terminal pier, using the port facilities.

*Service*: includes provision of entry control personnel, coordination with Shipping Agents, issuing of the authorization document for transit at the Terminal and use of piers by passengers.

*Collection Unit*: per each passenger who boards, debarks or in transit.

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**Section 7º - Services at the Intermodal Terminal**

**Article 20.**
Are those services provided at the Intermodal Terminal, where the cargoes should be handled to transfer from one transport media to the other, especially cargoes arriving by train for next loading into ship and cargoes discharged from ship that left the Terminal by train.

- **TCVAL-N500: 20-foot Container Transfer at Intermodal Terminal.**
  Is the service of handling 20-foot containers from one transport media to other, which may have a short resting at floor.

  *Service*: includes coordination, reception, dispatch, entry, movement, stay and departure of land transportation means: tractors, railway, including their vehicles as well as road transport vehicles to, from and at the Intermodal Terminal, including loading, unloading, Transport, Storage, Stacking or Commercial Warehouse at the Intermodal Terminal, as well as issuing of documents that record the receipt and dispatch.

  *Collection Unit*: per container.

- **TCVAL-N501: 40-foot Container Transfer at Intermodal Terminal.**
  Is the service of handling 40-foot containers from one transport media to other, which may have a short resting at floor.

  *Service*: includes coordination, reception, dispatch, entry, movement, stay and departure of land transportation means: tractors, railway, including their vehicles as well as road transport vehicles to, from and at the Intermodal Terminal, including loading, unloading, Transport, Storage, Stacking or Commercial Warehouse at the Intermodal Terminal, as well as issuing of documents that record the receipt and dispatch.

  *Collection Unit*: per container.

- **TCVAL-N502: 20-foot Reefer Container Transference at Intermodal Terminal.**
  Is the service of handling 20-foot Reefer containers from one transport media to other, which may have a short resting at floor.
Service: includes coordination, reception, dispatch, entry, movement, stay and departure of land transportation means: tractors, railway, including their vehicles as well as road transport vehicles to, from and at the Intermodal Terminal, including loading, unloading, Transport, Storage, Stacking or Commercial Warehouse at the Intermodal Terminal, as well as issuing of documents that record the receipt and dispatch.

Collection Unit: per container.

➢ TCVAL-N503: 40-foot Reefer Container Transference at Intermodal Terminal.
Is the service of handling 40-foot Reefer containers from one transport media to other, which may have a short resting at floor.

Service: includes coordination, reception, dispatch, entry, movement, stay and departure of land transportation means: tractors, railway, including their vehicles as well as road transport vehicles to, from and at the Intermodal Terminal, including loading, unloading, Transport, Storage, Stacking or Commercial Warehouse at the Intermodal Terminal, as well as issuing of documents that record the receipt and dispatch.

Collection Unit: per container.

➢ TCVAL-N510: Non Fruit and Vegetable Break-Bulk Transfer at Intermodal Terminal.
Is the service of handling Break Bulk General cargo from one transport media to other, which may have a short resting at floor.

Service: includes coordination, reception, dispatch, entry, movement, stay and departure of land transportation means: tractors, railway, including their vehicles as well as road transport vehicles to, from and at the Intermodal Terminal, including loading, unloading, Transport, Storage, Stacking or Commercial Warehouse at the Intermodal Terminal, as well as issuing of documents that record the receipt and dispatch.

Collection Unit: per ton.

➢ TCVAL-N520: Fruit and Vegetable Break-Bulk Transfer at Intermodal Terminal.
Is the service of handling Break Bulk Reefer Cargo from one transport media to other, which may have a short resting at floor.

Service: includes coordination, reception, dispatch, entry, movement, stay and departure of land transportation means: tractors, railway, including their vehicles as well as road transport vehicles to, from and at the Intermodal Terminal, including loading, unloading, Transport, Storage, Stacking or Commercial Warehouse at the Intermodal Terminal, as well as issuing of documents that record the receipt and dispatch.

Collection Unit: per ton.
Section 8° - Other Terminal Services

Article 21.
Groups all other services which cannot be classified on any previous sections of this chapter.

- **TCVAL-N600: Terminal Enablement.**
  This Service is triggered by any other service inside the Terminal out of normal working hours established by the Terminal shall pay this enablement rate with a minimum of three hours, in addition to the normal price of the service required.
  
  **Service:** includes opening the control Gate during extraordinary hours and enabling the Terminal to perform the requested task, the extension of works, the provision of personnel and equipment necessary for the enablement and the activity requested by the client, to be performed during this extraordinary timetable.
  
  **Collection Unit:** per hour, with a minimum of three [3] hours.

- **TCVAL-N601: Wharf Cleaning and Garbage Collection.**
  The Service consists of collecting the garbage or excess unusable goods, including cleaning the operation area involved in the Cargo Transfer, resulting from a bad quality of the packaging, damages produced by losses while underway or due to a bad stowage at ports of origin. The cleaning and garbage collection activities shall be done at the expense of the involved Ship Owners.
  
  The provision of the Service shall be previously informed to the corresponding User.
  
  **Service:** includes garbage collection and/or cleaning the involved operation area.
  
  **Collection Unit:** per gang/shift.

- **TCVAL-N602: Additional Yard Workers.**
  The Service consist of providing additional personnel for rendering the Services not included in the Services Subject to Maximum Values, such as: personnel for truck Stowage, cleaning of truck platforms, tarping, etc.
  
  **Service:** includes designating and providing the shift personnel, the administrative processing of the permit to access the port area, presenting the lists of personnel before the Port Authority,
  
  **Collection Unit:** per man per shift.

- **TCVAL-N603: Dead Time, Holding Time and Idle Time at the Terminal.**
  “Dead Time, Holding Time and Idle Time (No work) at the Terminal” refer to any stoppage or interruptions to the works of shore itself, due to causes attributable to the User, out of TCVAL responsibility.
TCVAL shall keep a record, available to the User and the Empresa Portuaria, where TCVAL shall note any stoppage of the shore works, attributable to the User or TCVAL and others, stating the corresponding causes and responsibilities. This record shall be the basis to determine the total time that shall be considered for applying the present Rate.

The User shall be able to have access to the record and note therein any complaints when there is a disagreement in relation to times attributed to the User’s responsibility.

**Collection Unit**: per hour per gang.

- **TCVAL-N604: Use of ReachStacker-Crane for Activities other than Cargo Transfer.**
  Reach Stacker provided for activities not related to the movements included in the relevant Cargo Transfer, such as loading vessel provisions, transferring spares parts, lifting fishing watercrafts, rental to subcontractors that perform wharfing activities or any other task not included in the Cargo Transfer, not exceeding 25 tons.

  **Service**: includes the work coordination and scheduling, the supervision personnel, the use of the Reach Stacker Crane and its operator.

  **Collection Unit**: per movement.

- **TCVAL-N605: Stay of Cargo Vehicles.**
  It is the parking Service rendered to trucks or any other cargo vehicle that should stay at the facilities during Holding Time or for any other reason out of Terminal responsibility.

  The Terminal reserves the right to restrict rendering this Service, even with the ability to suspend it or limit stay at the Terminal, depending on the level of traffic therein.

  In addition, the Rate shall not be applied to those vehicles which exceed the stay, due to any of the following reasons:
  a) Physical appraisement determined by the National Customs Service.
  b) Any provision of the controlling authorities which temporarily prohibits their exit, i.e. S.A.G., Customs, National Health Service, or any other supervising entity.
  c) Safety reasons related to the Cargo and established by the maritime authority.
  d) Reasons attributable to the Terminal.

  This Service starts automatically after the first 30 minutes of parking.

  **Service**: includes the parking site at the specified area and the Service documentation.

  **Collection Unit**: per hour or faction of hour of parking.

- **TCVAL-N606: Storing Area Service for Office Equipment.**
  It is a Special Service rendered on request by the User and consists of delivering Stacking areas for specific periods as Commercial Warehouse for office equipment.
Service: includes the delivery of Terminal areas to store office equipment.
Collection Unit: per square meter per day.

➢ TCVAL-N607: Use of Infrastructure by fuel supplying trucks.
It is a Special Service rendered on request by the User, when requiring fuel services via truck, and which consists of providing the area for bunkering Ships berthed at the Terminal, for which all the safety precautions are established.
Service: includes use of infrastructure for bunkering ships berthed at the Terminal.
Collection Unit: per truck.

➢ TCVAL-N650: Permit Credential for Person Entry.
The Service consists of the printing and delivery of a registered credential for persons, owned by TCVAL to access the terminal in terms, opportunities and frequency of use defined with Users. The card is activated for use with the payment of TCVAL-N651 or TCVAL-N652 Rates.
Requests should be addressed directly with TCVAL Security Area.
Service: includes access credential, credential issuance and access control system.
Collection Unit: per credential.

➢ TCVAL-N651: Temporary Permit for Personal Entry.
The Service consists of authorizing the entry and circulation of persons inside the Terminal area and on board ships berthed at the Terminal. This permit is valid for one day.
This Service is rendered to any Users who need to enter the Terminal and which TCVAL must identify and control according to the Terminal itself, ISPS code and competent authority safety regulations, for any activity authorized by the Terminal and which are not part of the activities included in the Services Subject to Maximum Values.
The requests shall be dealt with directly by TCVAL Safety Area.
Service: includes all control activities of people in the terminal access doors according to safety standards and the issuance of the temporary permit.
Collection Unit: per permit.

➢ TCVAL-N652: Annual Permit for Person Entry.
The Service consists of the authorization for entry and movement of persons inside the Terminal and on ships moored at the Terminal. The Service may be requested by Users, ship agents, and will be in force for one year from the date of issuance of the same.
This service is given to all Users requiring access to the Terminal and that TCVAL must identify and control according to the specific safety regulations of the Terminal, ISPS code and the competent authority.

Requests should be addressed directly with the TCVAL Security Area.

**Service:** includes all control activities of persons at the entrances to the Terminal according to the safety regulations.

**Collection Unit:** per permit.

- **TCVAL-N655: Permit Credential for Access of Vehicles.**
  The Service consists of reprinting and delivery of a registered credential for vehicles owned by TCVAL to access the terminal in terms, opportunities and frequency of use defined with Users. The card is activated for use with the payment of TCVAL-N656 or TCVAL-N657 Rates.
  Requests should be addressed directly with TCVAL Security Area.
  **Service:** includes Access Credential, issuance and Access Control System.
  **Collection Unit:** per credential.

- **TCVAL-N656: Temporary Permit for Vehicle Entry.**
  The Service consists of the authorization to entry, control and admission of vehicles for works that should be made by third parties at the Terminal.
  **Service:** includes the provision of entry control personnel, the issue of the authorization document, the coordination and the transit of vehicles inside the Terminal.
  **Collection Unit:** per daily permit.

- **TCVAL-N657: Annual Permit for Vehicle Entry.**
  The Service consists of the entry authorization, control, admission and logistic organization of vehicles for works that should be made by third parties at the Terminal. This Service may be requested by the Users and shipping agents and shall be valid for a year, from the date of issuing of the relevant permit. The vehicle and the personnel authorized shall comply strictly with all the safety and transit regulations in TCVAL facilities.
  **Service:** includes the provision of entry control personnel, the issuing of the authorization document, the coordination and the transit of vehicles inside the Terminal.
  **Collection Unit:** per annual permit.

- **TCVAL-N680: Copy of the Service Manual.**
  It is a Special Service rendered on request by the User and consists of selling an original or copy of TCVAL Service Manual.
The Service is rendered on expressly stated request by the User and consist of issuing a second copy of any original document issued by the Terminal, such as, second copies of reception documents, EIR, automobile inventories, invoices, cargo manifests among others.

*Service:* includes the provision of the documentation personnel and copy of the document.

*Collection Unit:* per each legalized document.

TCVAL-N682: *Reissue of Invoices due to errors not made by TCVAL.*
The Service consists of issuing and delivering new documentation to the interested parties, solving errors or omissions of people, not due to faults in TCVAL proceedings, which are informed to TCVAL.

*Service:* includes the reanalysis of data, based on errors or omissions informed to TCVAL, reissuing the relevant document(s), not only legalized copies but also the original model or simple copies, as applicable, and the invoice with the corresponding document re-sending.

*Collection Unit:* per document.

**CHAPTER TWO - Storage services**

**Article 22.**
The Storage or Stacking service consists of the stay and custody inside the Concession Area, of the import, export or other cargo subject to customs destination, including all the resources and activities necessary for rendering such Services.

The Commercial Warehouse Service consists of the stay and custody, inside the Terminal of those cargoes not subject to customs destination, including all the resources and activities necessary for rendering such Services.

**Section 1º - Storage**

**Article 23.**
The Storage Special Services consist of the stay and custody at the Terminal, of cargo intended for:

a) A Coastal Ship or international traffic ship operated at the Terminal,

b) To Other Terminals; and
c) Other ports or terminals out of Valparaíso Port, including all the resources and activities necessary for rendering tales Services, not including the Storage, Stacking or Commercial Warehouse required for the relevant Cargo Transfer.

The following Rates are applied to the Storage Special Services:

<table>
<thead>
<tr>
<th>ABBREVIATION</th>
<th>STORAGE &amp; COMMERCIAL WAREHOUSE SERVICES</th>
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<tbody>
<tr>
<td>Containers</td>
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<tr>
<td>TCVAL-N700</td>
<td>Storage of 20’ containers.</td>
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<tr>
<td>TCVAL-N701</td>
<td>Storage of 40’ containers.</td>
</tr>
<tr>
<td>TCVAL-N702</td>
<td>Storage of 20’ containers, classified for direct delivery or as dangerous.</td>
</tr>
<tr>
<td>TCVAL-N703</td>
<td>Storage of 40’ containers, classified for direct delivery or as dangerous.</td>
</tr>
</tbody>
</table>

These rates shall apply as follows:

a) In case of discharged containers, the storage rate starts from the 24 hours following the departure of the ship from which they were unloaded.

b) In case of loaded containers, the storage rate starts from the arrival of containers at the terminal up to the 72 hours previous to the vessel’s calling at the TCVAL.

c) In case of containers for loading, but for reasons beyond TCVAL would not have embarked on the ship/voyage assigned, the rate to be applied should be the value shown in the Storage Table of Annex I for the number of days according to the following situations:

- From the entrance to the terminal up to the delivery from the terminal by land.
- Since the entrance to the terminal until 3 day before the arrival of the new Ship/voyage assigned.

d) In case of containers for transshipment, the storage service will be charged as the 50% of TCVAL-N700, N701, N702 and N703 rates.

<table>
<thead>
<tr>
<th>Break Bulk</th>
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<tbody>
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<td>TCVAL-N750</td>
<td>Storage of Break-Bulk Cargo, in uncovered yard.</td>
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<tr>
<td>TCVAL-N751</td>
<td>Storage of Break-Bulk Cargo, classified as direct delivery or as dangerous, in uncovered yard.</td>
</tr>
<tr>
<td>TCVAL-N752</td>
<td>Storage of Break-Bulk Cargo, in a covered site.</td>
</tr>
</tbody>
</table>
TCVAL-N753  Storage of Break-Bulk Cargo, classified as direct delivery or as dangerous, in a covered site.

TCVAL-N754  Storage of automotive vehicles, machinery, trailers, chassis platforms, etc. over their wheels, with or without cargo on its structure, in uncovered yard.

These rates shall apply as follows:

a)  In case of discharged Break Bulk Cargo, the storage rate starts from the 24 hours following the departure of the ship from which they were unloaded.

b)  In case of loaded Break Bulk Cargo, the storage rate starts from the arrival of it at the terminal up to the 72 hours previous to the vessel's calling at the TCVAL.

c)  In case of Break Bulk Cargo for loading, but for reasons beyond TCVAL would not have embarked on the ship/voyage assigned, the rate to be applied should be the value shown in the Storage Table of Annex I for the number of days according to the following situations:

   ⊳  From the entrance to the terminal up to the delivery from the terminal by land.

   ⊳  Since the entrance to the terminal until 3 day before the arrival of the new Ship/voyage assigned.

d)  In case of break-bulk cargo for transshipment, the storage service will be charged as the 50% of TCVAL-N750, N751, N752, N753 y N754 rates.

Service: includes the custody of the cargo, the provision of personnel for the store and security, the cover or uncovered area needed inside the Terminal for storing the cargo and the reception and delivery documentation.

The Storage starts at the moment TCVAL receives the cargo itself and the relevant documentation and ends when delivering it for the corresponding Cargo Transfer, to the carrier, Consignee or those who present the relevant rights.

TCVAL shall render these Services strictly observing the regulations set forth in the Customs Ordinance and the relevant regulations.

The maximum period of time to store export/import cargo is ninety [90] days. After that, the goods shall become presumably abandoned and shall become available for the National Customs Service.
For import/export cargo exceeding the maximum storage period, and only for qualified cases, this deadline could be postponed by the National Customs Service upon request by the User. If there is no such request, the goods shall be considered abandoned and shall be given to the Customs service to be publicly auctioned, at expense and risk of the petitioner of the Service. In this case, TCVAL, for the purposes of collecting and paying the Storage Service and other services rendered, to be deducted from the auction money collection, shall have the corresponding preference, as defined by the Customs regulations.

TCVAL shall make a request to the Customs Service for selling, auctioning or destroying all those goods demonstrably detrimental for the storage areas, or when storing expenses are excessively high for TCVAL or, finally, when there is a provable concern that, because of the nature, condition or packing, the goods become spoiled, destroyed or perished. The cargo storage Service rate shall be calculated up to the date the cargo is effectively withdrawn by the owner or title holder from TCVAL storing facilities. When the cargo is required for removal and it is not possible to deliver it due to TCVAL limitations, the Storage Rate calculation shall not consider the time this impediment lasts.

The documents for delivery of the goods to the consignees shall be issued by TCVAL, as per the provisions of the National Customs Service and internal regulations.

The cargo owner or the Consignee shall pay the Storage Service Rates. Therefore, the mere fact of requesting the delivery or storage of goods to TCVAL, shall be understood as empowering the petitioner as having enough representation for any subsequent acts related to such operation.

For the event when the cargo property or possession is transferred, to any title, TCVAL shall be able to charge for the Storage Service proportionally to the various title holders or persons responsible for the cargo storage service, for the corresponding period of storage, or to charge for this Service totally to the Service petitioner or the one who request to withdraw the good, the representative or the final Consignee.

TCVAL shall only receive the cargo itself and the relevant documentation that have been presented by the Maritime Carrier or its Shipping Agency representative, to whom the Customs Service has assigned the Entry Manifest.

Section 2º - Storage Supplementary Services

Article 24.

Storage Supplementary Services are “Delivery of Areas for Stacking”, “Cargo Reception and Dispatch Service at Store”, “Truck and Cargo Weighing at the Store” and “Other Services”.

(a) Delivery of Areas for Stacking

It is the Special Service consisting on the provision to the ship owner, shipping agent or their representatives, Forwarders, or Cargo Consignees, a designated area of the Terminal for storing
substantial amount of cargo for export or import. Rendering this Service is subject to the evaluation of operational feasibility by TCVAL.

This Service is charged by TCVAL applying the following Rates, which are calculated per area square meter per day:

- **TCVAL-N900: Stacking of Containers.**
  This Rate is applied to the delivery of a specific area of the Terminal, for limited periods of time, agreed with the Ship Owner, the Shipping Agent or their representatives, Forwarders or Consignees for storing containers for purposes other than Cargo Transfer, such as fumigations, cargo inspections, storage and other cases of similar nature. 
  
  Collection Unit: per square meter per day.

- **TCVAL-N901: Continuous Stacking of Shipping Containers.**
  Is a specific area of the Terminal (called Continuous Stacking) which TCVAL agrees with the Ship Owner, the Shipping Agent or their representatives, for storing laden containers for loading before the commencement of the definite container reception program at the Terminal area intended for the relevant Cargo Transfer.

  The conditions for the delivery of such areas, the surfaces involved and times shall be directly agreed between TCVAL and the Ship Owner, the Shipping Agent or their representatives and/or with the Users or representatives of the cargo owners, and the agreement shall be formalized by signing the relevant contract. In all cases, the Cargo Stacking Service shall be rendered considering a minimum area of three hundred [300] square meters, and the location and distribution is determined to TCVAL sole judgment.

  The Service shall be paid one month in advance.

  Shipping agents or the representatives of the cargo owners shall have the ability to include, under the same Storage agreement, stocks from different owners, which shall be operated jointly, for the same Ship.

  The Stacking Service Users shall have the ability to request the extension of the contract duration originally agreed in the contract, only once and for a maximum period of five [5] days.

  In the event the Ship does not load all the units considered under this service, the amount of containers whose shipment is cancelled shall pay the normal storage rate from the first day of stacking, even though these units are loaded on another ship and the cargo has not been removed from TCVAL facilities. In the event the cargo is not totally loaded by the ship by reasons beyond TCVAL control and the cargo is removed from TCVAL facilities or transferred to a primary area other than TCVAL’s, such cargo shall be charged the storage rate from the first day of stacking.

  The rates for the Stacking Service shall be payable by the party signing the contract with TCVAL, the cargo owner, its representative or the Consignee. Therefore, the mere fact of requesting a
Stacking Service, shall give the petitioner enough representation for any subsequent acts related to such operation.

Collection Unit: per square meter per day.

- **TCVAL-N902: Storage of Empty Containers at Store.**
  The service consists of the custody of the units, sealing them, stock control, permanence time by each operating line and managing restriction of assignations by ports, for a period other than the required for the relevant Cargo Transfer.

  Service: includes Unit watch-over, personnel and equipment for this type of operations.

  Collection Unit: per square meter per day.

- **TCVAL-N903: Stacking of Break-Bulk Cargo.**
  This Rate is applied to the delivery of a specific area of the Terminal, for limited periods of time, agreed with the Ship Owner, the Shipping Agent or their representatives, Forwarders or Consignees for storing General Break-Bulk Cargo.

  Collection Unit: per square meter per day.

(b) **Cargo Reception and Dispatch at Store.**

This Service is calculated based on the following Rates:

- **TCVAL-N910: Reception of Laden Containers.**
  It is the Service rendered for handling Containers which require to be entered for storage while waiting for or after the relevant Cargo Transfer. This Rate shall be applied to:

  a) containers coming from other ports, other Terminals or other primary areas, that should be stored or stacked at the Terminal for the subsequent Cargo Transfer,

  b) containers which required to be re-handled inside the Terminal because they were not directly removed within the agreed time, and

  c) for other works that should be made to the containers which are not related with the movements included in the Services Subject to Maximum Values.

  Service: includes the provision of supervision and operations personnel and the equipment necessary for the reception of the containers themselves and their documentation at the area intended for their storage.

  Collection Unit: per container.

- **TCVAL-N911: Reception of Break-Bulk Cargo.**
It is the Service provided to the Break-Bulk Cargo which needs to be entered for storage while waiting for or after the relevant Cargo Transfer.

This Rate shall be applied to:

a) the cargoes coming from other ports, other Terminals or other primary areas, that should be stored or stacked at the Terminal for the subsequent Cargo Transfer,

b) the cargoes which required to be re-handled inside the Terminal because they were not directly removed within the agreed time, and

c) For other works that should be made to the cargo which are not related with the movements included in the Services Subject to Maximum Values.

Service: includes the provision of supervision and operations personnel and the equipment necessary for the reception of the cargo itself and its documentation at the area intended for its storage.

Collection Unit: per ton.

TCVAL-N912: Dispatch of Laden Containers.

It is the Service rendered for Containers which finishes the storage period in order to proceed with the Cargo Transfer or removal by the User.

This Rate shall be applied to:

a) containers going to other ports, Other Terminals, other primary areas or to their Consignees,

b) containers that require to be object of the relevant Cargo Transfer, and

c) other works that should be made to the containers which are not related with the movements included in the Services Subject to Maximum Values

Service: includes the provision of supervision and operations personnel and the equipment necessary for the dispatch of containers at the Terminal area intended for Storing or Stacking for rendering this Service.

Collection Unit: per container.

TCVAL-N913: Dispatch of Break-Bulk Cargo.

It is the service rendered to the Break-Bulk Cargo which finishes the storage in order to proceed with the Cargo Transfer or removal by the User.

This Rate shall be applied to:

a) cargoes that should be shipped to other ports, Other Terminals, other primary areas or delivered to their Consignees,

b) the cargoes which require to be object of the relevant Cargo Transfer, and
c) for other works that should be made to the cargo which are not related with the movements included in the Services Subject to Maximum Values.

**Service:** includes the provision of supervision and operations personnel and the equipment necessary for the dispatch of the cargo itself and its documentation from the area it is stored.

**Collection Unit:** per ton.

**(c) Re-Handlings.**

Correspond to services triggered by the change of the storage condition or because the pickup of the cargo didn't take place in the day/hour scheduled.

- **TCVAL-N920: Re-handling of Containers due to Changes of Storage Conditions.**
  
The Rate shall be applied when a containerized cargo, was initially announced and planned for direct withdrawal and is finally left at the Terminal, therefore, the removal is done under Indirect withdrawal conditions.

  The above requires the ship owner, shipping agents, consignee or their representatives, to record their intention to withdraw the Container up to 8 hours in advance in relation to the Ship arrival date and time (direct containers) or the day before the dispatch for indirect containers.

  When dealing with special conditions and if necessary, the Terminal may request to hold a meeting with the clients to schedule and coordinate operations, according to the provisions of the present TCVAL Service Manual.

  **Service:** includes Planning the cargo delivery, provision of the personnel, machinery to proceed with the movement of the cargoes to the definite long term Store until they are removed from TCVAL. In virtue of this operation, the work schedule should be adjusted, due to this change.

  **Collection Unit:** per TEU.

- **TCVAL-N921: Re-handling of Break-Bulk Cargo due to Changes of Storage Conditions.**
  
The Rate shall be applied when a break-bulk cargo was initially announced and planned for direct withdrawal and is finally left at the Terminal, therefore, the removal is done under Indirect withdrawal conditions.

  The above requires the ship owner, shipping agents, consignee or their representatives, to send the list of break-bulk cargo and the withdrawal modality (direct or indirect) in writing to the Terminal. This list should be sent to the Terminal before the twenty-four [24] hours before the Ship discharging.

  When dealing with special conditions and if necessary, the Terminal may request to hold a meeting with the clients to schedule and coordinate operations, according to the provisions of the present TCVAL Service Manual.

  **Service:** includes Re-planning the cargo delivery, the provision of personnel, machinery to proceed with the movement of the cargoes to the definite long term Store until they are removed from TCVAL, their operation and the adjustment of the task schedule due to this change.
Collection Unit: per ton.

- **TCVAL-N922: Re-handling of Containers for not having Pickup them on scheduled date and time.**
  The Rate shall be applied to Receivers or their representatives who do not present the documentation required to withdraw the containers or, having made all the required proceedings, do not remove the units according to the delivery schedule developed by TCVAL.
  This schedule, which is made based on the cargo list that the Ship Owner, Shipping Agent, Consignee or their representative send to TCVAL, should be sent in writing, up to eight [8] hours before, in relation to the date and time of arrival of the Ship, or the day before the dispatch for indirect containers.
  Service: includes Re-planning the delivery of cargo, the provision of personnel and machinery necessary to proceed with the movement of the cargoes to the definite long term storage, until they are removed from TCVAL. In virtue of this operation, TCVAL should adjust the work schedule, due to this change.
  Collection Unit: per TEU.

- **TCVAL-N923: Re-handling of Break-Bulk Cargo, for not having Picked-up on Scheduled date and time.**
  The Rate shall be applied to Receivers or their representatives who, having made all the required proceedings, do not present the documentation required to withdraw the General or Fruit and Vegetable Break-Bulk Cargo, and therefore, do not remove their break-bulk cargo according to the schedule developed by TCVAL.
  The above mentioned schedule is developed based on the cargo list the Ship Owner, Shipping Agent, Consignee or their representative send to TCVAL in writing, 24 hours before the date and time of arrival of the Ship.
  Service: includes Re-planning the delivery of the cargo, the provision of personnel and machinery necessary to proceed with the movement of the cargoes to the definite long term Storage up to their removal from TCVAL, operation which should adjust the work schedule, due to this change.
  Collection Unit: per ton or fraction of ton.

(d) **Other Storage Supplementary Services.**
Any other complementary service than cannot be classified on previous points.

- **TCVAL-N930: Package Unit Weighing.**
  It is the Service rendered, to Break-Bulk Cargo which requires having the weight checked or knowing, due to safety, customs control, damages and other similar reasons.
  Service: includes the weighing operation, the provision of operations personnel and equipment, the weight certificate and the duly calibrated spring scale.
  Collection Unit: per ton.
- **TCVAL-N931: Special Inspection on Entry/Exit of the Container Storage Area.**
  The Service consists of the inspection and issue of back-up documents, for containers entering to or coming from the Storage area.
  
  **Service:** includes the inspection of the unit according to the criteria set by each particular client, the personnel and equipment necessary for this operation.
  
  **Collection Unit:** per Container.

- **TCVAL-N932: Handling for Container Inspections.**
  The service consists of providing the necessary resources for the inspection of containers.
  
  **Service:** includes the personnel, supervision and equipment for the unit handling operation.
  
  **Collection Unit:** per Container.

- **TCVAL-N933: Depot Enablement for Empty Containers.**
  The service consists on the allocation of resources to perform works out of the established operation hours.
  
  **Service:** includes the provision of personnel, supervision and equipment for the proper operation of the store.
  
  **Collection Unit:** per hour, with a minimum of three and a half [3,5] hours.

- **TCVAL-N934: Man Hour (M/H) for Structural Repair.**
  The service consists on the allocation of M/H value to perform structural repairs to damaged containers.
  
  **Service:** includes the provision of qualified personnel to make the repair, the tools and equipment necessary to execute the job. For each particular repair, the amount of M/H used shall be calculated, whose value shall be previously agreed with the User.
  
  **Collection Unit:** per man-hour.

- **TCVAL-N935: Man Hour (M/H) for Cooling Unit Repair.**
  Repair service of reefer containers with damage on its cooling device.
  
  **Service:** includes the provision of qualified personnel to make the repair, the tools and equipment necessary to execute the job. For each particular repair, the amount of M/H used shall be calculated, whose value shall be previously agreed with the User.
  
  **Collection Unit:** per man-hour.

- **TCVAL-N936: Container Cleaning.**
  Is the service provided for the interior cleaning of containers, using specialized machines.
  
  **Service:** includes the provision of supervision, personnel and equipment necessary for the operation.
  
  **Collection Unit:** per TEU.
TCVAL-N990: Copy of the Cargo Reception Document.
It corresponds to the creation of a simple copy of the unique model of the reception or dispatch document at the Store, issued by the Terminal.

Service: includes the provision of documentation personnel, the copy of the document and the provision of the printing devices.

Collection Unit: per document.

TCVAL-N991: Issuing of Cargo Reception Documents.
It corresponds to the creation of the Cargo Reception Document (DRC) of any and all the cargoes arriving at the Terminal and which were not off-loaded by TCVAL, such as cargoes coming from other ports or Customs Locations, which are stored and/or pass through the Terminal and are then dispatched by TCVAL.

Service: includes the assignation of documentation personnel and the issuing of the Reception Document.

Collection Unit: per document (DRC).

TCVAL-N992: Enablement Rate for presenting documentation after deadline.
The Rate shall be applied to Ship Owners, Shipping Agents, Consignees, forwarders or their representatives, and in general, to anyone who does not present timely the documentation associated to the various activities to be made at TCVAL, such as manifests, lists of dangerous cargoes, lists of cargoes per store and, in general, any type of documents required for the efficient operation of the Ship at Port, before reaching port, during the time of permanence and after the Ship leaves port.

Service: provided with personnel who are additional to administrative tasks, who shall coordinate and inform about the presentation of information after deadline to the relevant TCVAL organization areas, to the port and customs authorities.

Collection Unit: per event.

CHAPTER THREE - Prompt dispatch rewards and discounts

Article 25.
TCVAL shall be duly in power to agree with the Users the payment of rewards for an expedited service of Cargo Transfer rendered at the Terminal, defined as Prompt Dispatch Services. However, if the occupancy time of the Ship is equals or higher to the time that would result if their cargo had been transferred at the average transfer speeds listed in Annex 2 of this Service Manual, it shall not be allowed to collect such awards. The agreements reached on prizes issues are subject to EPV inspection or an independent auditor chosen by EPV if TCVAL so requested, which shall be paid by it. In any case, such awards should be established based on objective and non-discriminatory criteria.
and the agreements that would record the same shall be incorporated into the public Rates in force, so that all Users who are in the same situation can access to expedite Services subject to award.

**Article 26.**
TCVAL may grant discounts on the Rates, with the exception of TCVAL-R100 Rates (TMN) and TCVAL-R110 (TMC), based on objective and non-discriminatory criteria, including, without limitation, guaranteed volumes, type of Ship, type of cargo, prompt payment and the like. Agreements in this matter shall be subject to inspection of EPV or an independent auditor chosen by EPV if so requested by the Consignee, which shall be paid by it. In any case, such agreements shall be incorporated into the public Rates in force, so that all Users who are in the same situation can access those discounts.

**TITLE V: REGULATIONS FOR THE USE OF THE TERMINAL**

**CHAPTER ONE - Shipping planning**

**Article 27.**
TCVAL shall formally designated mooring site regarding the ships that request Services in the Terminal, once received from the Ship Owners, Ship Agents or their Representatives, all documents and information necessary for the provision thereof.

When designating mooring sites, it shall also designate areas to support the operation of the Ship and shall schedule the inherent tasks that have been requested in a prior and timely manner by the agent of the ship or his representative.

In the event it becomes necessary, TCVAL shall call the parties to a meeting in order to schedule the mooring of ships, their operation and the other Services.

**Article 28.**
Any Ship and/or Naval Artifact to be announced to the Terminal and requires TCVAL Services should have a representative on the terms set forth in the Code of Commerce, in the Navigation Act and its respective regulations.
Taking into account that the ship agent represents the Owner, Ship Owner or Captain of a Vessel, he, by the mere fact of requesting attention of a Ship to TCVAL, shall be deemed invested with sufficient representation for all subsequent effects related with the attention of the same in the Terminal.

Pursuant to the above, announcements of ships shall only be made by Ships Agents and/or their Representatives, on behalf of their Owners and/or Ship Owners and/or Captains, and TCVAL shall consider official information only announcements made by SHIPPING AGENTS and/or its representatives.

**Article 29.**

Arrival announcements for all types of vessels should be made with a minimum of four [4] days in advance. These listings are for information purposes and are required for the operational coordination of the respective Terminal.

Announcement does not imply warranty of immediate service upon arrival announced no less priority over another ship priority.

These announcements and their modifications will be made by writing notice to the person responsible for TCVAL shipping planning TCVAL personally delivered in TCVAL offices or sent via e-mail to planificacionnaviera@tcval.cl, at the following times: Monday to Friday (excluding holidays), from 09:00 to 18:00.

Nevertheless, Ships Agents shall update the estimated time of arrival of the Ship on a daily basis and forty eight [48] hours prior to arrival, confirm final arrival time and request of Service which shall clearly specify the date, time required for mooring of the Ship, further including all information necessary for loading and unloading. Users may dismiss from sites and Services request without any charge until forty eight [48] hours before arrival of the Ship. All cancellations following 48 hours shall be affected by the TCVAL-N200 rate.

Announcements shall also include the status of those ships swung at anchor and that eventually should request site to operate.

In the event that a Vessel arrives unannounced or submits the site requests with less than four [4] days’ notice, TCVAL may assign a pier provided that there is availability of piers to do it and do not alter the assignment of piers made for ships announced prior to the ships in question and which have complied with the requirement of announcement of four [4] days.

TCVAL shall make the scheduling for twenty-four [24] hour periods regarding the date and time announced by the Ship Agent to require a pier of the terminal. Once this schedule is made, it shall be considered final, and the ships shall make use of the piers in the scheduled time. Notwithstanding this, TCVAL may program ship moorings after these twenty-four [24] hours, which for all purposes are considered tentative.

**Article 30.**
Confirmation of the Service request shall be made by recording the announcement of the Ship in the shipping planning, for which the Ship Agent shall deliver to TCVAL the following information:

a) Date and time required for mooring of the Ship;

b) Physical and operational characteristics of the Ship;

c) Cargo characteristics indicating type and location of the Ship

d) Specification of the Services to be requested in the Ship attention.

Also, forty eight [48] hours prior to the arrival of the Ship, the Agent shall submit, at the request of TCVAL, the following documents:

a) Cargo Manifest.

b) Stowage Plan.

c) List of cargo by warehouse indicating the name of the warehouseman to whom it shall be delivered.

d) Dangerous Goods List consistent with current laws and regulations in force, which shall include goods to be unloaded and those remaining on board (in transit).

e) Documents associated with information regarding maritime transfers.

f) List of False Loading/Discharging.

g) List of tasks to be performed and supplies to be provided.

h) Any other information deemed appropriate by TCVAL.

Information specified in this Article is mandatory and is considered as a requirement for the provision of the Use of Wharf Service to the Ship and the Cargo.

The lists of dangerous goods to be included in the "Declaration of Dangerous Goods" shall be processed prior approval from the local maritime authority, indicating those that will be unloaded, shipped and/or will remain on board, stating the technical name of the product and no fancy name, IMDG class, tonnage, number and type of packages or containers and their packaging conditions.

In the case of road transport, the entry of dangerous cargoes for import, export or coastal trade, shall be entered in the Customs Destination Document or Road Manifest.

In case of delay of information, failure of any product or when data are inaccurate and/or incomplete the Ship Owner, Ship Agent or his representative may be punished by TCVAL according to the rate specified in TCVAL-N992 (Enablement collection by submitting documentation later). Without limiting the foregoing, these facts will be made known to the maritime authority.

TCVAL may refuse loading, unloading or entry to their premises of goods that do not meet the documentation, packaging, marking or labeling requirements set forth in the IMDG Code.

Twelve [12] hours prior to the arrival of the Ship, the Ship Agent or his representative shall submit to TCVAL the Shipping dangerous goods statement, duly approved by the maritime authority.
Within a period of twenty-four [24] hours from the Ship departure, Ship Agent or his representative shall provide the "Departure Manifest" certified by the Customs Service.

**Article 31.**
TCVAL shall designate mooring sites only when Ship announcements and Service Requests have been formally received. When TCVAL deems necessary, it may call the parties to a planning meeting to schedule entry and/or departure of Ships and their operations. These meetings will be held at the offices of TCVAL with the participation of clients involved in the attention of a Ship or other specific Services and shall be chaired by a representative of TCVAL. This shall be subject to the program of entry and departure of ships generated by EPV as a coordinator of common areas.

In turn, TCVAL shall participate daily from Monday through Friday in the shipping planning Meetings shipping chaired by EMPRESA PORTUARIA VALPARAÍSO (EPV) to inform on ships assigned to the Terminal sites and the availability in each of them and such information shall be available to Users.

**Article 32.**
By designating a pier, TCVAL shall indicate the agent of the Ship, date and time of mooring and unmooring, and the bollards to which the Ship will be moored. The Agent shall be responsible for transmitting this information to the pilot in charge of mooring tasks.

**Article 33.**
Scheduling of ships moorings will be based on objective technical rules of priority, aimed at an efficient technical-economic use of sites and to ensure non-discriminatory treatment of Users.

Berths shall be designated by TCVAL according to the following priority criteria:

**Berth 6:**
- Preference 1: Passenger Ships.
- Preference 2: Reefer Ships shipping fruit and vegetable with contract.
- Preference 3: Other Ships with Contract.
- Preference 4: Other Ships according to the port call and/or Berth request.

**Berth 7:**
- Preference 1: Other Ships according to the port call and/or Berth request.

**Berth 8:**
- Preference 1: Multipurpose Vessel with transference of Iron / steel and/or other Ships with Contract.
- Preference 2: Other Ships according to the port call and/or Berth request.
Nevertheless, this criterion may be modified by TCVAL, without notice to Users and/or Ship Owners and their agents, rather than the mere publication of such determination to the respective Users and customers, according to the demand that TCVAL may have at the moment. If there are two ships in the same conditions, sites are assigned to the User that has accumulated the highest number of port calls in one year or has entered into a contract with TCVAL.

Article 34.
The Ship immediately shall lose its mooring priority if, having been formally assigned a mooring site, the agent of the Ship or his representative expresses that he does not require that site on the date and time indicated. This dismissal shall be submitted in writing. This vessel is subject to programming, only twenty four [24] hours after making its new announcement.

Also, the Ship shall immediately lose its priority if the vessel does not moor at the assigned site within one [1] hour after the date and time scheduled for port call, and there is a need to allocate that site to another Ship. In this case, TCVAL has the option to cancel its mooring and authorize the second Ship the entry to that site, the first being subject to scheduling only twenty four [24] hours after making its new announcement.

Article 35.
In the event that the pier is unoccupied awaiting a scheduled Ship, it may be conditionally assigned to a Ship without mooring priority. Conditionality accepted by the Ship Owner or his agent, TCVAL shall be empowered to request the sailing of the Ship to the attention of the port entity represented by EPV, according to the regulations for the use of berthing area in articles 41 and 42. This power may only be exercised if the conditioned ship has more than one [1] remaining shift. Otherwise, TCVAL shall allow the ending of tasks before authorizing the mooring of the Ship that has preference. Changes arising from unmooring shall be under the responsibility of the Ship agent.

Article 36.
The allocation of Mooring Piers can only be altered (i) for purposes of national defense or security ordered by competent authority, and (ii) for port call of hospital ships, duly qualified as such by the competent authority, which will have priority over merchant ships.

When a ship is carrying out transfer operations in the Terminal and must leave for reasons of national defense or security, it shall maintain its mooring priority when the causes that led to its unmooring disappear, unless the Representative of the Ship, in agreement with TCVAL, decides otherwise.

Notwithstanding the foregoing, TCVAL may request to EMPRESA PORTUARIA VALPARAISO the order to unmoor a Ship, to the entry of another Ship included in the current scheduling in the following cases:

a) When the Ship has an accident or incident affecting the safety of persons, port facilities, other ships moored at Port and the warehoused goods. After the impairment that led to the
unmooring, the Ship will be reassigned according to the priority criteria set forth in the present Manual.

b) When, during the certification of the conditions of the Ship holds, they were rejected by the competent authority and the period of overhaul involves delaying mooring of other vessels. After certification of holds conditions by the competent authority, the Ship will be reassigned to the first site available.

c) When the ship does not have the authorization of the competent agency to initiate tasks for any other reason involving delay of mooring other Ships. In these cases, the ship will be reassigned to the first available site.

d) When the Ship has failures that prevent this work in one of its holds prolonging the scheduled stay in detriment of other ships. Once certified the operability of the Ship by an independent entity, the Ship shall be reassigned to the first available site.

In all the above cases the reallocation shall be done according to priority criteria set forth in the present Service Manual.

During the period when the ships are using the Terminal, they shall not carry out repairs that prevent its unmooring or maneuvers for anchoring.

**Article 37.**

*The unmooring order issued by EMPRESA PORTUARIA VALPARAÍSO due to a TCVAL written request (email, letter or fax), shall be brought into the attention of the maritime authority to enforce it according to the powers set forth by Article 95 and following of the Navigation Act.*

*If this order is not complied with or is fulfilled out of the deadline for unmooring, a fine mode shall apply detailed in the Coordination Rules and contained in Annex L of the Concession Contract.*

Additionally, TCVAL reserves the right to take appropriate legal action against the Ship, its captain and/or Agent, for the damage and harm caused by this negative.

It is the responsibility of the agent to ensure that the Ship keeps on sailing conditions allowing it to fulfill the mooring request when it was required.

**Article 38.**

*Without limiting the foregoing, TCVAL shall have the power to ask the agent and/or master of the Ship to move it to another site within the Terminal for a better use of the Terminal.*

**Article 39.**
The agent of a Ship may request additional time of work to TCVAL regarding a Ship which, being in full operation in accordance with scheduled work shifts, experience a significant increase in its cargo.

TCVAL may agree the additional time requested, only if the scheduled ships being affected agree. If it is not possible to accept the request, TCVAL shall have the power to ask such Vessel to leave the site according to the initial schedule. If the request is accepted, time of additional work due to cargo increase shall not exceed 1 shift.

This notice of cargo increase shall be given by the agent of the Ship to TCVAL with a minimum of 24 hours prior to the original departure and by the same means described in Article 29 of this Manual.

**Article 40.**

Any Ship that requires a refuel while in the Terminal, shall obtain the proper authorization from the maritime authority, to perform these tasks simultaneously with the cargo transfer.

The agent shall submit this authorization to TCVAL and inform in writing the amount of fuel required and the way that shall be provide and the means to be used. If fuel is provided by sea, he shall indicate the characteristics of the supplier Ship, and the service, in this case, shall be affected by the rate for the use of wharf to the cargo and to the Ship.

If the Ship requires to stay longer in refueling, the agent shall submit the extension request to TCVAL 24 hours in advance of work completion. TCVAL shall have the power to authorize the additional time requested, if the ships scheduled that shall be affected agree on that. If there are no ships scheduled, TCVAL shall authorize the requested time.

**CHAPTER TWO - Service requirements and work scheduling**

**Article 41.**

As a general rule, the requirements of all Services and/or modifications will be made during normal workings hours of the Terminal, i.e., Monday to Friday, 09.00 to 18.00 and Saturdays from 09.00 to 15.00, except for holidays.

Services, whether Basic or Special, will be requested at least 24 hours in advance, by issuing the corresponding USE of Port Request, as reported in Chapter XI of the Coordination, Regulations which corresponds to Annex L of Concession Contract. Such request must be made by written or technological means available to EPV.

Upon receipt of the request it will be scheduled and published through Work Scheduling Document (Annex 6). Scheduling is carried out by taking into account efficiency and safety criteria, and special requirements of the User.

All services must be pre-ordered, according to the times listed below:

- Service for the first shift : until 17:45 hrs of the previous Working Day.
Service for the second shift: until 11:45 hrs of the same day.
Service for the third shift: until 15:00 hrs of the same day.

According to the decision of the Directorate General of the Maritime Territory in Ordinary Official Letter N°12.200/398 No. October 1,1981, the requested Services will be provided in the following shifts, distributed from Monday to Sunday, including public holidays:

- First Shift: 08.00 to 15.30 hours
- Second Shift: 15.30 to 23.00 hours
- Third Shift: 23.00 to 06.30 hours

In general, the Special Services shall be performed at the following times and within the respective port shifts:

- From 09:00 to 18:00, Monday to Friday
- From 08:00 to 15:00 on Saturdays, excluding holidays.

The provision of Special Services outside the times indicated may be given in exceptional circumstances and at the sole discretion of TCVAL and subject to the application of the corresponding Rates.

**Article 42.**
In order to coordinate and distribute more efficiently the resources available in the Terminal, TCVAL will hold daily meetings for programming tasks in the Terminal, in Working Days and Saturdays following prior notice to the users involved.

At these meetings the tasks for the "Second" and "Third" Shift will be scheduled of the same day and the "First" Shift of the following day.

**Article 43.**
The client or User may only withdraw a Service or task already scheduled prior notice given to TCVAL by any written means (fax, letter, email, etc.) within the following times:

The Third Shift may only be canceled until 15:00 hours on the same day for which it is scheduled. The First and Second Shift may be cancelled only until 15:00 pm the day prior to that for which they have been scheduled.

Shifts for "Sundays" and "Holidays" may be canceled up to 15:00 pm on the Working Day prior to that for which they were scheduled.

**Article 44.**
Orders for the provision of any other support Service, both to the cargo and the Ship, such as permanence of cargo vehicles, admission and retention of equipment, container Consolidation area, ratings, equipment leasing, carriages / vehicles weighing, drinking water supply, electricity supply and others, must be requested to TCVAL by submitting the document called "Order of Service" that TCVAL shall made available to users for this purpose.

CHAPTER THREE - Storage, stacking and commercial warehouse services

Article 45.
Providing Storage, Stacking or Commercial Warehouse Services regulated by Articles 22 and 23 of this Manual is subject to the following rules:

a) TCVAL shall be responsible for the custody of the cargo while in its premises, from the time the load is physically received and documented until the time of physical and documentary delivery to the carrier, consignee or its representative.

b) TCVAL shall designate places or areas of deposits for custody and storage of cargo, which remain within its port facilities for a maximum term defined by applicable law, until his physical and documentary release to the carrier, consignee or its representative.

c) Upon reception of the Unloading cargo, TCVAL shall issue a formal document, called DRC, which must be signed by both the person receiving the cargo and the one that delivers it.

d) Cargo available to TCVAL for Storage, Stockpiling and Commercial Warehousing shall be delivered to TCVAL without damage or deterioration in their packaging and without evidence of damage or injury. If necessary, TCVAL may require that the necessary repairs to packaging be made, or require re-packing of the cargo in bags or other containers properly sealed and all brands, countermarks, numbers, and also signs that characterize the bulk and weight must remain visible. TCVAL, for all re-packaged or repaired packages or in containers other than the originals, shall require verification of each package weight.

e) In the case of off-loads, cargo must be delivered and received by TCVAL in accordance with the regulations laid down in the Customs Ordinance and Regulations. For these purposes the term "date of departure of the Ship" shall mean the date and time TCVAL unmoors the latest Ship rope or the date and time of completion of the transfer task that generated the Services subject to Maximum Values, certificate in the document entitled List of Acts that that finishes Unloading, accepted by the captain of the Ship and the Ship's agent.

f) For purposes of collection, it is understood that periods of Storage, Stacking and Warehouse Deposit included in the respective Rate for Cargo Transfer are applicable.
g) For the purposes of delivering Unloading cargo, a direct or indirect withdrawal and mandatory withdrawal of the cargo is distinguished in the cargo declared by the Ship Owner or his representative.

The delivery of goods in any of the forms mentioned shall be made WITHOUT EXCEEDING TWENTY-FOUR [24] hours from the date of departure of the ship or that determined by the National Customs Service.

Fulfilled this requirement, TCVAL will issue a direct DRC certifying the cargo delivering. Such certification shall not include the state and condition of the cargo with respect to the packaging and its contents.

✓ Those cargoes declared and recorded by the Ship Owner or his Agent as direct withdrawal are of direct withdrawal.

In the case of containerized cargo and break-bulk, those shall be delivered to the agents, according to a sequenced schedule program to be published and reported to the Shipping agents with eight [8] hours in advance. This process is included in the Service Subject to Maximum Value.

Those cargoes declared to other Port or Bonded Customs Warehouses which are discharged from the ship directly to land transportation, at which time they are received by their consignees, against reduction of these tonnages from the intermodal manifest.

TCVAL shall proceed with auto-reception of direct withdrawal cargo that are not removed by the Shipping Agent within the time and sequences outlined.

✓ Those cargoes declared and recorded by the Ship Owner or his agent as indirect withdrawal are of indirect withdrawal, or fall by default in this mode. The general term of customs warehouse shall be ninety [90] days and shall be counted from the date of receipt of the goods at the Terminal.

Those in-transit goods bound for or from countries with which special agreements, shall enjoy the periods specified in those agreements. In specific cases, this period may be extended by the National Customs Director, on request of the user. If the period of Storage, cargo shall enter in a presumption of abandonment.

For shipments, cargo will be delivered to TCVAL at the time of admission to the Terminal under a reception program with defined schedule.

✓ Those cargoes that are considered dangerous, which warehousing is forbidden or conditioned by the competent authorities and those for which the competent authority determines that by their nature cannot be warehoused at the port facilities are cargo of mandatory withdrawal or shipment. Cargoes classified as hazardous or of prohibited warehousing at the Terminal reservoir are included in the "Rules of

h) If due to impediment of TCVAL’s solely, the responsibility cargo cannot be removed from Warehouse, the duration of the impediment will not be considered for calculation of Storage charges.

i) TCVAL may request the National Customs Director the destruction of the stored cargo in the following cases: (i) when the warehouse constitutes a serious danger to itself or other warehoused goods, (ii) when its warehousing is evidently harmful or could not be stored without undue expense, (iii) when there is well-founded fear that by their nature, state or packaging, cargo will deteriorate, destroy or perish and (iv) in all other cases referred to in the Customs Ordinance and Regulations.

j) Rates for Storage Service shall be paid by the person who requested the Service, or by the owner of the cargo, its agent or representative.

CHAPTER FOUR - Miscellaneous health and safety provisions

Article 46.
Rates registered before EMPRESA PORTUARIA VALAPARAÍSO by TCVAL and regulated in this Manual are identified by a Numeric Code and a name associated with that Code, for publication purposes, internal control, billing, submission to EMPRESA PORTUARIA VALAPARAÍSO and / or any other internal or external requirement.

Services will be charged to all customers and / or users operating in the Terminal, without discrimination of any kind and payment is mandatory under the terms set forth herein.

However, Rates and its application may change as a result of the discounts agreed between TCVAL and Users, shipping lines, traffic groups, consortia and shipping pools, shipping agents, forwarding agents, clearance agencies and other direct customers as exporters, receivers, consignees and others.

Article 47.
For Special Services that are required to TCVAL which cannot be provided for reasons not attributable to TCVAL, a charge to cover scheduled and cited resources that are not used shall be applied, whose amount will be equivalent to the Rate corresponding to Additional Workers (TCVAL-N602) of this Manual.

Article 48.
Customers with contract with TCVAL shall pay invoices issued for Services provided within the agreed timeframe. Customers requesting Services occasionally shall pay those Services in advance. Nevertheless, TCVAL may require its customers to guarantee the arrangements made by it, as well as payment of Services and responsibilities that affect them, by the deposit of guarantee documents. Customers who do not make sufficient guarantee shall pay Services in advance of their provision.

Article 49.
Whereas most of the Rates are expressed in dollars, to determine the value of invoices issued in national currency, the conversion factor of the exchange rate set by the Central Bank or the agency fulfilling that function will be applied at the time of the service provision or the latest rope of the ship.

Unpaid invoices issued by TCVAL shall be charged with interests set forth by Law No. 18,010 all the time of default, without prejudice to the right of TCVAL to take legal action to obtain full payment of the debt.

Article 50.
The entrance into the Terminal of people, vehicles, equipment and any other items is regulated and their rules are contained in TCVAL internal provisions in force on the subject.

Article 51.
Any natural or legal person shall be liable for any damages of their fault or the fault of their agents or employees cause to people, berths, facilities or equipment, whether owned or managed by TCVAL, or goods stored under its responsibility in the Terminal facilities.

Without prejudice to the liability of Ship Owners or their representatives, Shipping Agents shall respond directly to TCVAL for damages to port infrastructure caused by ships they represent.

Article 52.
TCVAL shall establish the requirements it deems appropriate for the safety of people and cargo. Customers shall be responsible to take all appropriate measures to meet those requirements. TCVAL shall also set the requirements necessary to maintain and develop the operational safety of the Terminal.

a) In the context of the above, the use of safety helmet and reflective vest for every person who enters TCVAL shall be binding. In addition to the above mentioned, persons having a direct connection with the work of loading, unloading and transit through the terminal support areas shall wear safety shoes.

b) Any person entering into TCVAL facilities shall comply with the provisions adopted by TCVAL regarding compliance with the ISPS Code (International Ship and Port Security).

c) Without prejudice to the responsibility of the Ship Owners or their representatives, shipping agents shall respond directly to TCVAL, for damages caused by ships they represent.
d) The entry of persons, vehicles and equipment to TCVAL is subject to the prior approval of it.

e) Any natural or legal person moving through TCVAL, shall be liable for any damages of his fault or that of his Agents or employees caused to people, berths, facilities or equipment, or goods stored under TCVAL responsibility in its facilities. The foregoing is without prejudice to the insurance policies that TCVAL deems appropriate for assurance thereof. The amount and type of policies that TCVAL occasionally prompted shall be according to the needs of operation, involving risks and time to perform the task.

Article 53.
TCVAL shall not be liable for any damages, whatever their nature and extent, affecting a User or third parties, and that comes from or relating to a Force Majeure Event, as such term is defined herein. Such damages include, but are not limited to, those arising from the incomplete and untimely provision of the Services by TCVAL or its related, as well as for any damages or impairments affecting property located within the terminal that is managed and operated by TCVAL.
ANNEXES

ANNEX I – Service Rates

BASIC SERVICES (Regulated)
### BASIC SERVICES (Regulated)

<table>
<thead>
<tr>
<th>Code</th>
<th>Name Collection</th>
<th>Unit</th>
<th>Tariff [US$]</th>
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<tbody>
<tr>
<td>TCVAL-R100</td>
<td>Ships Use of Wharf Tariff</td>
<td>US$/Meter Loa-Hour</td>
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<td>TCVAL-R101</td>
<td>Coastal Ship Use of Wharf Tariff</td>
<td>US$/Meter Loa-Hour</td>
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<td>Cargo Rate for Use of Wharf</td>
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<td>TCVAL-R120</td>
<td>Transfer of 20 feet Laden Containers</td>
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<td>TCVAL-R121</td>
<td>Transfer of 40 feet Laden Containers</td>
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<td>Transfer of 40 feet Empty Containers</td>
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<td>TCVAL-R124</td>
<td>Transfer of 20 feet Laden Reefer Containers</td>
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<td>TCVAL-R125</td>
<td>Transfer of 40 feet Laden Reefer Containers</td>
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<td>TCVAL-R140</td>
<td>Transfer of General Break-Bulk</td>
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<td>TCVAL-R141</td>
<td>Transfer of Break-Bulk General Cargo - Phase I</td>
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<td>Transfer of Break-Bulk General Cargo - Phase II</td>
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<td>Transfer of Break-Bulk Automobile Cargo - Phase I</td>
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<td>TCVAL-R160</td>
<td>Transfer of Fruit and Vegetable Break-Bulk Cargo</td>
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### BASIC SERVICES (Regulated)

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<th>Unit</th>
<th>Tariff [US$]</th>
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<td>TCVAL-N500</td>
<td>20 feet Container Transfer at Intermodal Terminal</td>
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<td>40 feet Container Transfer at Intermodal Terminal</td>
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<td>TCVAL-N502</td>
<td>20 feet Reefer Container Transference Intermodal Terminal</td>
<td>US$/Box</td>
<td>21.54</td>
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<tr>
<td>TCVAL-N503</td>
<td>40 feet Reefer Container Transference at Intermodal Terminal</td>
<td>US$/Box</td>
<td>43.08</td>
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<tr>
<td>TCVAL-N510</td>
<td>Non Fruit and Vegetable Break-Bulk Transfer at Intermodal Terminal</td>
<td>US$/Ton</td>
<td>2.94</td>
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<tr>
<td>TCVAL-N520</td>
<td>Fruit and Vegetable Break-Bulk Transfer at Intermodal Terminal</td>
<td>US$/Ton</td>
<td>2.94</td>
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# SPECIAL SERVICES (Non Regulated)

<table>
<thead>
<tr>
<th>Code</th>
<th>Name Collection</th>
<th>Unit</th>
<th>Tariff [US$]</th>
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<tbody>
<tr>
<td>TCVAL-N200</td>
<td>Shipping Planning and Additional Operational Services</td>
<td>US$/Event</td>
<td>1.517,00</td>
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<tr>
<td>TCVAL-N201</td>
<td>Ship Re-mooring</td>
<td>US$/Work</td>
<td>283,00</td>
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<tr>
<td>TCVAL-N205</td>
<td>Tug Boat mooring at Costanera Section</td>
<td>US$/Month</td>
<td>15.161,00</td>
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<td>TCVAL-N206</td>
<td>Other Naval Device Mooring at Costanera section</td>
<td>US$/Day</td>
<td>708,00</td>
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<td>TCVAL-N210</td>
<td>Potable Water Connection on Working Days</td>
<td>US$/Connection</td>
<td>304,00</td>
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<tr>
<td>TCVAL-N211</td>
<td>Potable Water Connection on Sundays and Holidays</td>
<td>US$/Connection</td>
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<tr>
<td>TCVAL-N212</td>
<td>Water Supply</td>
<td>US$/M3</td>
<td>11,00</td>
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<tr>
<td>TCVAL-N213</td>
<td>Electric Power Connection on Working Days</td>
<td>US$/Connection</td>
<td>172,00</td>
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<tr>
<td>TCVAL-N214</td>
<td>Electric Power Connection on Sundays and Holidays</td>
<td>US$/Connection</td>
<td>203,00</td>
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<tr>
<td>TCVAL-N215</td>
<td>Electricity Supply</td>
<td>US$/KW-Hour</td>
<td>Cost +20%</td>
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<tr>
<td>TCVAL-N218</td>
<td>Mooring/Unmooring operations for Tugboats, Pilot’s, boat and bunker-supplying barges on working days.</td>
<td>US$/Per Operation</td>
<td>300,00</td>
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<tr>
<td>TCVAL-N219</td>
<td>Mooring/Unmooring operations for Tugboats, Pilot’s, boat and bunker-supplying barges on Sundays or Holidays.</td>
<td>US$/Per Operation</td>
<td>400,00</td>
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<tr>
<td>TCVAL-N220</td>
<td>Pontoon Handling</td>
<td>US$/Pontoon</td>
<td>73,00</td>
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<tr>
<td>TCVAL-N221</td>
<td>Deck Fumigation</td>
<td>US$/Ship</td>
<td>170,00</td>
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<td>TCVAL-N222</td>
<td>Guards or Security Service</td>
<td>US$/Man-Shift</td>
<td>122,00</td>
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<tr>
<td>TCVAL-N223</td>
<td>Bilge Residue and Sewage Removal</td>
<td>US$/Truck</td>
<td>2.527,00</td>
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<tr>
<td>TCVAL-N224</td>
<td>Garbage Collection from the Ship</td>
<td>US$/M3</td>
<td>405,00</td>
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<tr>
<td>TCVAL-N225</td>
<td>Supply of lashing materials or others.</td>
<td>US$/Per Operation</td>
<td>Cost +20%</td>
</tr>
<tr>
<td>TCVAL-N226</td>
<td>Inventory and Materials control, marine slings for fruits and vegetables cargoes.</td>
<td>US$/Per Ship</td>
<td>300,00</td>
</tr>
<tr>
<td>TCVAL-N227</td>
<td>Use of Berthing Area at TCVAL.</td>
<td>US$/Ship/Day</td>
<td>30,00</td>
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<tr>
<td>TCVAL-N228</td>
<td>Use of Berthing Area at TCVAL.</td>
<td>US$/Ship/Month</td>
<td>900,00</td>
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<tr>
<td>TCVAL-N229</td>
<td>Rental of offices/modules inside TCVAL</td>
<td>US$/Per Office/Month</td>
<td>300,00</td>
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<tr>
<td>TCVAL-N230</td>
<td>Inventory and seals control.</td>
<td>US$/Per Seal</td>
<td>2,50</td>
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### SPECIAL SERVICES (Non Regulated)

<table>
<thead>
<tr>
<th>Code</th>
<th>Name Collection</th>
<th>Unit</th>
<th>Tariff [US$]</th>
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<tbody>
<tr>
<td>TCVAL-N240</td>
<td>Dry Containers Transshipment</td>
<td>US$/Box</td>
<td>181,00</td>
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<tr>
<td>TCVAL-N241</td>
<td>Reefer Containers Transshipment</td>
<td>US$/Box</td>
<td>354,00</td>
</tr>
<tr>
<td>TCVAL-N250</td>
<td>Re-stowage of 20 feet containers via Ship</td>
<td>US$/Box</td>
<td>76,00</td>
</tr>
<tr>
<td>TCVAL-N251</td>
<td>Re-stowage of 40 feet containers via Ship</td>
<td>US$/Box</td>
<td>92,00</td>
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<tr>
<td>TCVAL-N252</td>
<td>Re-stowage of 20 feet containers via Wharf</td>
<td>US$/Box</td>
<td>152,00</td>
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<tr>
<td>TCVAL-N253</td>
<td>Re-stowage of 40 feet containers via Wharf</td>
<td>US$/Box</td>
<td>203,00</td>
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<tr>
<td>TCVAL-N260</td>
<td>Re-stowage of Break-Bulk Cargo via Ship</td>
<td>US$/Ton</td>
<td>7,00</td>
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<tr>
<td>TCVAL-N261</td>
<td>Re-stowage of Break-Bulk Cargo via Wharf</td>
<td>US$/Ton</td>
<td>14,00</td>
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<tr>
<td>TCVAL-N262</td>
<td>Re-stowage of Fruit and Vegetable Break-Bulk cargo via Ship</td>
<td>US$/Ton</td>
<td>14,00</td>
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<tr>
<td>TCVAL-N263</td>
<td>Re-stowage of Fruit and Vegetable Break-Bulk cargo via Wharf</td>
<td>US$/Ton</td>
<td>27,00</td>
</tr>
<tr>
<td>TCVAL-N270</td>
<td>Onboard Connection and Disconnection of Reefers containers on Working Days</td>
<td>US$/Connection</td>
<td>203,00</td>
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<tr>
<td>TCVAL-N271</td>
<td>Onboard Connection and Disconnection of Reefers containers on Sundays and holidays</td>
<td>US$/Connection</td>
<td>283,00</td>
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<tr>
<td>TCVAL-N280</td>
<td>Additional Onboard Workers for Tasks not included in the Transfer</td>
<td>US$/Man-Shift</td>
<td>152,00</td>
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<tr>
<td>TCVAL-N281</td>
<td>Use of Shore Crane for Activities other than Cargo Transfer</td>
<td>US$/Hora</td>
<td>1,213,00</td>
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<tr>
<td>TCVAL-N282</td>
<td>Dead Time at the Ship</td>
<td>US$/Gang-Hour</td>
<td>233,00</td>
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<tr>
<td>TCVAL-N283</td>
<td>Use of the Apron Area</td>
<td>US$/M2-hour</td>
<td>1,10</td>
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<tr>
<td>TCVAL-N284</td>
<td>Elaboration of Pools in Reefer Ships</td>
<td>US$/Chamber</td>
<td>1,011,00</td>
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<tr>
<td>TCVAL-N285</td>
<td>Reefer Vessel Lashing gang</td>
<td>US$/Man-Shift</td>
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Note: The tariffs are expressed in US dollars (US$).
### SPECIAL SERVICES (Non Regulated) - Continuation

<table>
<thead>
<tr>
<th>Code</th>
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<tr>
<td>TCVAL-N300</td>
<td>Stuffing or Stripping of 20 feet Container</td>
<td>US$/Box</td>
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<tr>
<td>TCVAL-N301</td>
<td>Stuffing or Stripping of 40 feet Container</td>
<td>US$/Box</td>
<td>708,00</td>
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<tr>
<td>TCVAL-N302</td>
<td>Stuffing or Stripping of 20 feet Reefer Container</td>
<td>US$/Box</td>
<td>289,00</td>
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<tr>
<td>TCVAL-N303</td>
<td>Stuffing or Stripping of 40 feet Reefer Container</td>
<td>US$/Box</td>
<td>415,00</td>
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<tr>
<td>TCVAL-N310</td>
<td>Pre-Trip Inspection of Reefer Containers</td>
<td>US$/Box</td>
<td>51,00</td>
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<tr>
<td>TCVAL-N311</td>
<td>Pre-cooling of Reefer Containers</td>
<td>US$/Box</td>
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<tr>
<td>TCVAL-N312</td>
<td>Connection, Disconnection and Monitoring of Reefer Containers</td>
<td>US$/Box</td>
<td>152,00</td>
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<tr>
<td>TCVAL-N313</td>
<td>Energy consumption of Reefer Containers plugged</td>
<td>US$/Box-Day</td>
<td>51,00</td>
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<tr>
<td>TCVAL-N314</td>
<td>GenSet Mount/Dismount of Reefer Containers</td>
<td>US$/Box-Operation</td>
<td>27,00</td>
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<tr>
<td>TCVAL-N320</td>
<td>Container Weighing</td>
<td>US$/Box</td>
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<tr>
<td>TCVAL-N321</td>
<td>Reception of Containers out ofstacking period</td>
<td>US$/Box</td>
<td>203,00</td>
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<tr>
<td>TCVAL-N322</td>
<td>Movement of Containers between two points inside the Terminal</td>
<td>US$/Box</td>
<td>30,00</td>
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<tr>
<td>TCVAL-N323</td>
<td>Container Re-Handling or Selection</td>
<td>US$/Handling/Ctr’</td>
<td>182,00</td>
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<tr>
<td>TCVAL-N324</td>
<td>Complete Recognition or Inspection of Cargo in Containers</td>
<td>US$/Box</td>
<td>182,00</td>
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<tr>
<td>TCVAL-N325</td>
<td>Partial Recognition of Cargo in Containers</td>
<td>US$/Box</td>
<td>182,00</td>
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<tr>
<td>TCVAL-N326</td>
<td>Visual Inspection of Cargo in Containers</td>
<td>US$/Box</td>
<td>26,00</td>
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<tr>
<td>TCVAL-N327</td>
<td>Empty Container Recognition or Inspection</td>
<td>US$/Box</td>
<td>26,00</td>
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<tr>
<td>TCVAL-N328</td>
<td>Container Sealing or Re-sealing</td>
<td>US$/Box</td>
<td>26,00</td>
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<tr>
<td>TCVAL-N329</td>
<td>IMO Container Labeling</td>
<td>US$/Box</td>
<td>46,00</td>
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<td>TCVAL-N330</td>
<td>Fumigation Service</td>
<td>US$/Box</td>
<td>304,00</td>
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<tr>
<td>Code</td>
<td>Name Collection</td>
<td>Unit</td>
<td>Tariff [US$]</td>
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<tr>
<td>TCVAL-N350</td>
<td>Cargo Project Planning</td>
<td>US$/Operation</td>
<td>12,200,00</td>
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<td>TCVAL-N351</td>
<td>Coordination Service (Integral Service)</td>
<td>US$/Ton</td>
<td>61,00</td>
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<tr>
<td>TCVAL-N352</td>
<td>Movement of Break-Bulk Cargo between two points inside the Terminal</td>
<td>US$/Ton</td>
<td>26,00</td>
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<tr>
<td>TCVAL-N353</td>
<td>Break-Bulk Cargo Weighing on Truck</td>
<td>US$/Truck</td>
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<tr>
<td>TCVAL-N354</td>
<td>Break-Bulk Cargo Recognition or Inspection</td>
<td>US$/Ton</td>
<td>11,00</td>
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<tr>
<td>TCVAL-N355</td>
<td>Reception of Non-containerized Cargo out of period</td>
<td>US$/Ton</td>
<td>10,00</td>
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<tr>
<td>TCVAL-N356</td>
<td>Packaging Repair per piece per Ton</td>
<td>US$/Ton</td>
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<tr>
<td>TCVAL-N357</td>
<td>Packaging Repair per piece per unit</td>
<td>US$/Unit</td>
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<tr>
<td>TCVAL-N358</td>
<td>Cargo Split or Repair</td>
<td>US$/Ton</td>
<td>3,00</td>
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<tr>
<td>TCVAL-N359-A</td>
<td>Forklift Rental 0,1 a 5 ton (Minimum 3 hours)</td>
<td>US$/Hour</td>
<td>46,00</td>
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<tr>
<td>TCVAL-N359-B</td>
<td>Forklift Rental 5,1 a 10 ton (Minimum 3 hours)</td>
<td>US$/Hour</td>
<td>62,00</td>
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<tr>
<td>TCVAL-N359-C</td>
<td>Forklift Rental 10,1 a 16 ton (Minimum 3 hours)</td>
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<tr>
<td>TCVAL-N359-D</td>
<td>Forklift Rental 16,1 a 25 ton (Minimum 3 hours)</td>
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<td>TCVAL-N360</td>
<td>Truck Tarping/Untarping</td>
<td>US$/Truck</td>
<td>16,00</td>
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<tr>
<td>TCVAL-N361</td>
<td>Fruit Pallet Scan</td>
<td>US$/Pallet</td>
<td>2,00</td>
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<tr>
<td>TCVAL-N362</td>
<td>Pallet Transfer</td>
<td>US$/Truck o Cntr’</td>
<td>31,00</td>
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<tr>
<td>TCVAL-N363</td>
<td>Pallet Re-assembly</td>
<td>US$/Pallet</td>
<td>76,00</td>
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<tr>
<td>TCVAL-N364</td>
<td>Cargo Securing on Pallets</td>
<td>US$/Pallet</td>
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<table>
<thead>
<tr>
<th>Code</th>
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<tr>
<td>TCVAL-N400</td>
<td>Split of Vehicles and Machinery at the Wharf</td>
<td>US$/Ton</td>
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<td>TCVAL-N401</td>
<td>Minor vehicle inventory</td>
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<tr>
<td>TCVAL-N402</td>
<td>Major Vehicle and Machinery Inventory</td>
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<td>31,00</td>
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<tr>
<td>TCVAL-N403</td>
<td>Starting of broken down vehicles</td>
<td>US$/Vehicle</td>
<td>31,00</td>
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<tr>
<td>TCVAL-N404</td>
<td>Fuel Supply to vehicles</td>
<td>US$/Liter</td>
<td>Cost +20%</td>
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<td>TCVAL-N405</td>
<td>Towing of vehicles</td>
<td>US$/Vehicle</td>
<td>51,00</td>
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<tr>
<td>TCVAL-N406</td>
<td>Change of tires to broken down minor vehicles</td>
<td>US$/Wheel</td>
<td>11,00</td>
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<tr>
<td>TCVAL-N407</td>
<td>Change of tires to broken down major vehicles</td>
<td>US$/Wheel</td>
<td>61,00</td>
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<tr>
<td>TCVAL-N450</td>
<td>Passenger Ship Boarding Fee</td>
<td>US$/Passanger</td>
<td>30,00</td>
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<td>TCVAL-N451</td>
<td>Gangway Rental for ships</td>
<td>US$/Call</td>
<td>1,517,00</td>
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<tr>
<td>TCVAL-N452</td>
<td>Perimeter Enclosure</td>
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<td>5,559,00</td>
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<td>TCVAL-N453</td>
<td>Conveyor Belt Rental</td>
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<tr>
<td>TCVAL-N454</td>
<td>Rental of Special Equipment</td>
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<tr>
<td>TCVAL-N455</td>
<td>Boarding Fee on Island Coastal Service Vessels</td>
<td>US$/Passanger</td>
<td>20,00</td>
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### SPECIAL SERVICES (Non Regulated) - Continuation

<table>
<thead>
<tr>
<th>Code</th>
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<td>Terminal Enablement</td>
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<tr>
<td>TCVAL-N601</td>
<td>Wharf Cleaning and Garbage Collection</td>
<td>US$/Gang-Shift</td>
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<tr>
<td>TCVAL-N602</td>
<td>Additional Yard Workers</td>
<td>US$/Man-Shift</td>
<td>122,00</td>
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<tr>
<td>TCVAL-N603</td>
<td>Dead Time, Holding Time and Idle Time at the Terminal</td>
<td>US$/Gang-Hour</td>
<td>203,00</td>
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<tr>
<td>TCVAL-N604</td>
<td>Use of ReachStacker-Crane for Activities other than Cargo Transfer</td>
<td>US$/Hour-Hour</td>
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<tr>
<td>TCVAL-N605</td>
<td>Stay of Cargo Vehicles</td>
<td>US$/Hour</td>
<td>102,00</td>
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<tr>
<td>TCVAL-N606</td>
<td>Storing Area Service for Office Equipment</td>
<td>US$/M2-Day</td>
<td>11,00</td>
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<tr>
<td>TCVAL-N607</td>
<td>Use of Infrastructure by fuel supplying trucks</td>
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<td>Permit Credential for Person Entry</td>
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<td>TCVAL-N651</td>
<td>Temporary Permit for Personal Entry</td>
<td>US$/Permit-Day</td>
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<td>TCVAL-N652</td>
<td>Annual Permit for Person Entry</td>
<td>US$/Permit-Yea</td>
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<tr>
<td>TCVAL-N655</td>
<td>Permit Credential for Access of Vehicles</td>
<td>US$/Credential</td>
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<tr>
<td>TCVAL-N656</td>
<td>Temporary Permit for Vehicle Entry</td>
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<td>US$/Permit-Year</td>
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<tr>
<td>TCVAL-N680</td>
<td>Copy of the Service Manual</td>
<td>US$/Unit</td>
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<td>TCVAL-N681</td>
<td>Document Certification and Legalization</td>
<td>US$/Unit</td>
<td>4,00</td>
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<tr>
<td>TCVAL-N682</td>
<td>Reissue of Invoices due to errors not made by TCVAL</td>
<td>US$/Document</td>
<td>31,00</td>
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<tr>
<td>Code</td>
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<tr>
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<td>Continuous Stacking of Shipping Containers</td>
<td>US$/M2-Day</td>
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<tr>
<td>TCVL-N902</td>
<td>Storage of Empty Containers at Store</td>
<td>US$/M2-Day</td>
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<tr>
<td>TCVL-N903</td>
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Break Bulk Cargo Storage Tariff (Continuation)
ANNEX II – Minimum and average Transfer Speeds.

a) According to the Concession Contract, TCVAL shall meet the following Minimum Transfer Speeds.

b) According to the Concession Contract, TCVAL shall meet the following Average Transfer Speeds.

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ANNEX III - Entry Rules to the Terminal.

General rules of control, order and security order provides that any person and / or vehicle that is authorized permanently or temporarily to enter the terminal, shall adhere to the following general regulations of control, order and safety.

Every person and / or vehicle entering the terminal, shall show an identifying card authorizing to access to permanently or, failing, permit for temporary access. everyone shall be willing to the request of the identity card by personal safety terminal to check that corresponds to identifying card or temporary permit.

Identifying card is not transferable and shall not be provided to another person other than the named on it. anyone who lose his personal identification card or any company vehicle shall report immediately the fact to TCVAL and the possibility to issue a new one shall be evaluated.

Everyone entering the terminal shall respect current safety regulations, having to wear helmet, reflective vest and safety shoes, if necessary, especially in loading and unloading operation areas.

Parking areas for visiting/ user vehicles accessing the terminal shall also be established, having to park in the sites set for this purpose.

ANNEX IV - Request for using Valparaiso Port.

(Regulations are defined by Empresa Portuaria Valparaiso and are contained in its Rules for Services http:// www.puertovalparaiso.cl)
ANNEX V - Request for Terminal Use & Work Scheduling

Valparaiso,......................, 20......

Messrs
TCVAL
Ref: Document of TCVAL Task Scheduling

Dear Sirs:
By means of the present letter we request to TCVAL the provision of Services for attending the vessel and cargo indicated below.

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<tr>
<td>Estimaded Time of Arrival (ETA)</td>
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<tr>
<td>Estimaded Time of Berth (ETB)</td>
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<tr>
<td>Estimaded Time of Departure (ETD)</td>
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<tr>
<th>Basic Services Required</th>
<th>Units</th>
<th>Loading</th>
<th>Discharging</th>
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<tbody>
<tr>
<td>Laden Containers Dry [Boxes]</td>
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<tr>
<td>Laden Containers Reefer [Boxes]</td>
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<tr>
<td>Empty Containers [Boxes]</td>
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<tr>
<td>Break-Bulk Cargo - General [Tons]</td>
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<tr>
<td>Break-Bulk Cargo - Fruit &amp; Vegetables [Tons]</td>
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<td>Project Cargo [Tons]</td>
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<tr>
<td>Vehicles Cargo [Units]</td>
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<tr>
<td>IMO Cargo [Tons]</td>
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</table>
We also state the following:

1. The Terminal and its facilities are suitable for the provision of the requested Services and in accordance with the terms required;
2. That we understand and accept TCVAL Service Manual, as well as the terms and conditions contained therein for the provision of the requested Services; and
3. To comply with the obligations imposed by TCVAL User Service Manual as Users of the Terminal.

Sincerely,

Ship Agent and Stamp: ..............................

Representative Name and Signature: ..............................

(To be filled by TCVAL)

<table>
<thead>
<tr>
<th>Service Request Nº</th>
<th>Date and Time of Scheduling</th>
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<tr>
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<td>Date and Time of EPV scheduling Document</td>
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<td>Scheduled Mooring Berth Nº</td>
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<td></td>
<td>Date and Time of Scheduled Berthing</td>
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<tr>
<td></td>
<td>Date and Time of Scheduled Unmooring</td>
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<td>Scheduled Operative Sector (s)</td>
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